

Exhibit A

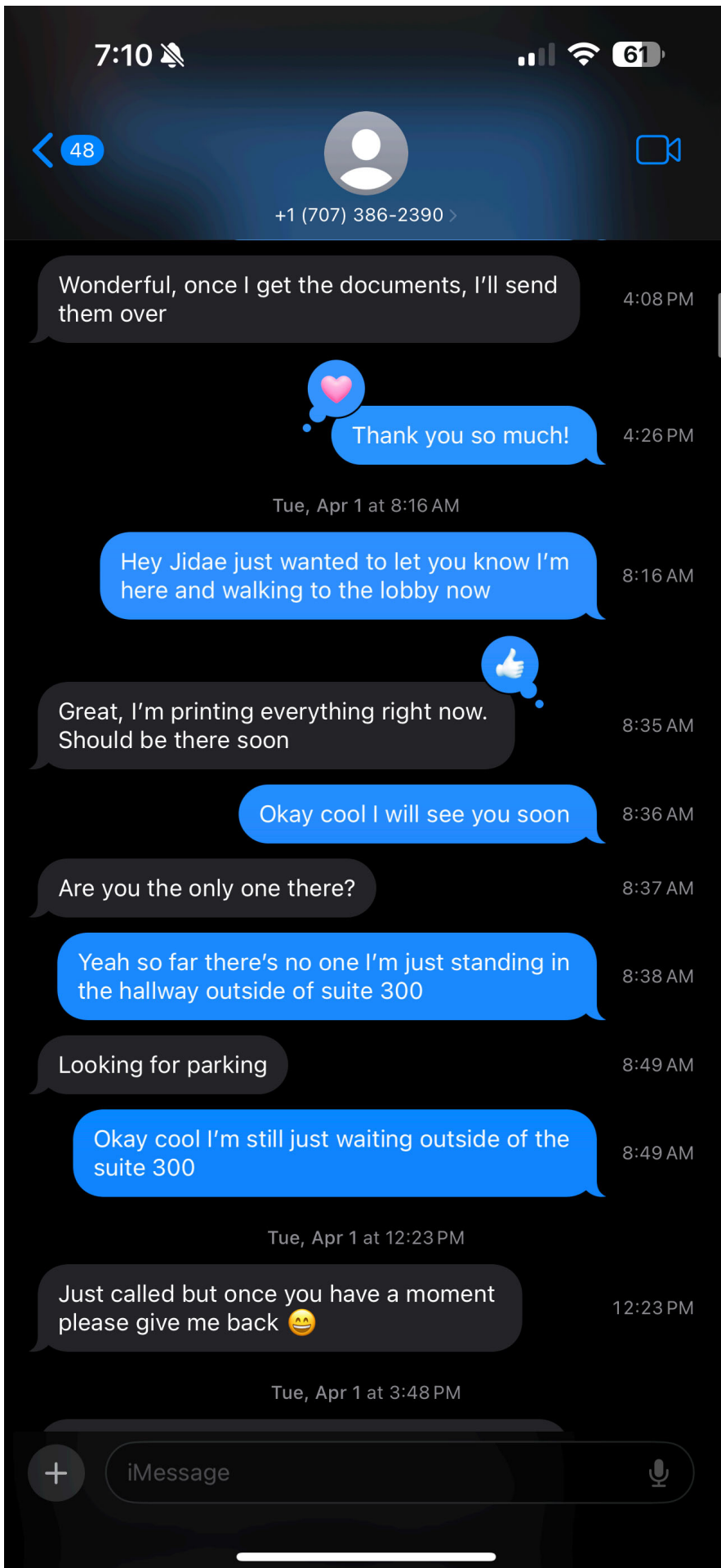



Exhibit B

TRUSTEE CERTIFICATE OF SALE / RECEIPT

Auction: E-28184 Auction id: GD6 Winning Bid: \$499,799.40 Bidder No: GGL383

General Information:			
Sale Date: 2025-04-01		Sale Time: 09:14:00 AM Trustee Sale Number: RUN 1 - 9462-6555Trustee: Bonial & Associates, P.C.	
Property Address:			
Address: 1933 GRASS MOUNTAIN CRT		City: ANTIOCH	State: CA Zip: 94531 County: Contra Costa
Form 8300:			
Yes		No	
Owner Information			
Buyer/Owner 1: Good Neighbor Homes, LLC			
Email: checks@wedgewood-inc.com		Cell Phone: 4242693450	
Address: 2015 Manhattan Beach Boulevard Suite 100		City: Redondo Beach	State: CA Zip: 90278
Deed Mailing Address:		Same as Owner	Same as Representative Other: _____
Buyer Type:		Owner Occupied Investor	Second Home
Representative Information			
Name: Jared Delgadillo		Cell Phone: 4242693450	
Email: checks@wedgewood-inc.com			
Relationship to Buyer:		Agent Director/Officer Manager/Member	Power of Attorney Other
Vesting - Record Title As Shown: Good Neighbor Homes, LLC			
Receipt of Funds:			
Check No.	Financial Institution		Amount
Total Check Amount Received		\$.00	
No.	-	Financial Institution	Amount \$499,799.40
Total Wire Amount Received		\$499,799.40	
Cash Received	\$.00	Recording Fee	\$.00
Other Received	\$.00	Amount Required	\$499,799.40
Total Received	\$499,799.40	Refund Amount	\$.00
Refund Payable To:			
Name: Good Neighbor Homes, LLC		Phone: 4242693450	
Address: 2015 Manhattan Beach Boulevard Suite 100		City: Redondo Beach	
State: CA		Zip: 90278	
<p>The sale may be rescinded due to requirements set out in both state and federal laws or regulations, including anti-money laundering, anti-terrorism, anti-drug trafficking and economic sanctions laws and regulations. Federal law requires all financial institutions to obtain, verify, and record information that identifies parties to transactions. This means that when your bid is provisionally accepted, you may be asked for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents to comply with such rules and regulations. Your bid is subject to verification of your identity and confirmation of compliance with all applicable laws and regulations. By signing below, Buyer's or Buyer's Representative's signature agree and confirm that (i) all of the above information is true and correct, (ii) the sale was conducted in accordance with all the terms, conditions, and disclaimers applicable to the sale, and (iii) a copy of this disclosure and the sale terms and conditions was received and reviewed. IMPORTANT NOTE: Buyer or Buyer's Representative understands and agrees the sale of this property is on an "AS IS, WHERE IS" basis, with no warranties express or implied. At the time and date set forth above, the above-referenced property was sold to the above-named Buyer for the amount shown above being the highest bid for cash or cash equivalent. Buyer is required to tender payment as required in satisfaction of the amount necessary to purchase.</p>			
Signature of Buyer/Representative: _____ Date: _____			
<div><div>Auctioneer Printed Name: Michele Lee Signature: </div><div>Auditor Printed Name: Miranda Tarry Signature: _____</div></div>			
Date: 2025-04-01 Date: 2025-04-01			

Auction Event	E-28184	Address	1933 GRASS MOUNTAIN CRT
Auction Id	GD6	Date	04/01/2025
State	CA	County	Contra Costa

BID	TOKEN_BIDDER	DATE AND TIME
\$499,799.40	GGL383	04/01/2025 09:13:31
\$499,699.40	Opening Bid	04/01/2025 09:12:29

Exhibit C

TS No.:

9462-6555

Property Address:

1933 GRASS MOUNTAIN CT

The undersigned hereby represents and declares under the penalty of perjury under the laws of the State of California that:

☒ I am a "prospective owner occupant" as defined in Civ. Code § 2924m(a)(1). As such, all of the following are true:

I am a natural person. I will occupy the above referenced property as my primary residence within 60 days of the trustee's deed being recorded. I will maintain my occupancy for at least one year. I am not the mortgagor or trustor. I am not the child, spouse or parent of the mortgagor or trustor. I am not the grantor of a living trust that was named in the title to the property when the notice of default was recorded. I am not an employee, officer, or member of the mortgagor or trustor. I am not a person with an ownership interest in the mortgagor, unless the mortgagor is a publicly traded company. I am not acting as the agent of any other person or entity in purchasing the real property.

☐ I am an "eligible tenant buyer" as defined in Civ. Code § 2924m(a)(2). As such, all of the following were true at the time of the trustee's sale:

I am a natural person. At the time of the trustee's sale, I occupied the real property as my primary residence. At the time of the trustee's sale, I was occupying the real property under a rental or lease agreement entered into as the result of an arm's length transaction with the mortgagor or trustor, or with the mortgagor or trustor's predecessor in interest, on a date prior to the recording of the notice of default against the property. I have attached evidence demonstrating the existence of this tenancy, including: a copy of the dated and signed rental or lease agreement or, if a copy of the dated and signed rental or lease agreement is not available, then one of the following: Evidence of rent payments made for the property by the person asserting that they are an eligible tenant buyer for the six months prior to the recording of the notice of default, or copies of utility bills for the property payable by the person asserting that they are an eligible tenant buyer for the six months prior to the recording of the notice of default. At the time of the trustee's sale, I was not the mortgagor or trustor, or the child, spouse or parent of the mortgagor or trustor. At the time of the trustee's sale, I was not acting as the agent of any other person or entity in purchasing the real property. I have not filed a petition under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code from the date of the trustee's sale of the property and will not file a petition under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code through the 45th day after the trustee's sale, or the next business day following the 45th day if the 45th day is a weekend or holiday.

☐ The undersigned is the representative of all of the "eligible tenant buyers" in accordance with Civ. Code § 2924m(c)(3). As such, all of the following are true:

All of the eligible tenant buyers are natural persons. At the time of the trustee's sale, all of the eligible tenant buyers occupied the real property as their primary residence. At the time of the trustee's sale, all of the eligible tenant buyers were occupying the real property under a rental or lease agreement entered into as the result of an arm's length transaction with the mortgagor or trustor, or with the mortgagor or trustor's predecessor in interest, on a date prior to the recording of the notice of default against the property. As the representative of all of the eligible tenant buyers, I have attached evidence demonstrating the existence of this tenancy, including: a copy of the dated and signed rental or lease agreement or, if a copy of the dated and signed rental or lease agreement is not available, then one of the following: evidence of rent payments made for the property by the persons asserting that they are all of the eligible tenant buyers for the six months prior to the recording of the notice of default, or copies of utility bills for the property payable by the persons asserting that they are all of the eligible tenant buyers for the six months prior to the recording of the notice of default. At the time of the trustee's sale, none of the eligible tenant buyers were the mortgagor or trustor, or the child, spouse or parent of the mortgagor or trustor. At the time of the trustee's sale, none of the eligible tenant buyers were acting as the agent of any other person or entity in purchasing the real property. None of the eligible tenant buyers have filed a petition under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code from the date of the trustee's sale of the property and none of the eligible tenant buyers will file a petition under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code through the 45th day after the trustee's sale, or the next business day following the 45th day if the 45th day is a weekend or holiday.

☐ The undersigned is a nonprofit association, nonprofit corporation, or cooperative corporation in which an "eligible tenant buyer" is a voting member or director. Affiant hereby affirms the duty to comply with subdivision (a) of California Civil Code Section 2924o for the benefit of tenants occupying the property.☐ The undersigned is an eligible nonprofit corporation with all of the following attributes: It has a determination letter from the Internal Revenue Service affirming its tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as that term is defined in Section 509 of the Internal Revenue Code. It has its principal place of business in California. The primary residences of all board members are located in California. One of its primary activities is the development and preservation of affordable rental or homeownership housing in California. It is registered and in good standing with the Attorney General's Registry of Charitable Trusts, pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act (Article 7 (commencing with Section 12580) of Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code). Affiant hereby affirms the duty to comply with subdivision (a) of California Civil Code Section 2924o for the benefit of tenants occupying the property.☐ The undersigned is a limited liability company wholly owned by either a nonprofit association, nonprofit corporation, or cooperative corporation in which an eligible tenant buyer is a voting member or director, or an eligible nonprofit corporation with all of the following attributes: It has a determination letter from the Internal Revenue Service affirming its tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as that term is defined in Section 509 of the Internal Revenue Code. It has its principal place of business in California. The primary residences of all board members are located in California. One of its primary activities is the development and preservation of affordable rental or homeownership housing in California. It is registered and in good standing with the Attorney General's Registry of Charitable Trusts, pursuant to the Supervision of Trustees and Fundraisers for Charitable Purposes Act (Article 7 (commencing with Section 12580) of Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code). Affiant hereby affirms the duty to comply with subdivision (a) of California Civil Code Section 2924o for the benefit of tenants occupying the property.☐ The undersigned is a community land trust, as defined in clause (ii) of subparagraph (C) or paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code. Affiant hereby affirms the duty to comply with subdivision (a) of California Civil Code Section 2924o for the benefit of tenants occupying the property.☐ The undersigned is a limited-equity housing cooperative, as defined in Civ. Code Section 817. Affiant hereby affirms the duty to comply with subdivision (a) of California Civil Code Section 2924o for the benefit of tenants occupying the property.☐ The undersigned is the state, the Regents of the University of California, a county, city district, public authority, or public agency, or any other political subdivision or public corporation in the state. Affiant hereby affirms the duty to comply with subdivision (a) of California Civil Code Section 2924o for the benefit of tenants occupying the property.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated and signed this 04 day of APRIL 2025 at SACRAMENTO California.

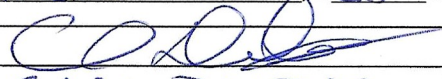
Signature:	
Name and title of signer:	CARL DEXTER
Name of entity (if applicable):	
Address of signer:	P.O. Box 15371 SACRAMENTO, CA 95851
Telephone number of signer:	916.272.3420

Exhibit D



SHEPHERD & WOOD LLP
A T T O R N E Y S A T L A W

2950 Buskirk Ave Suite 300, Walnut Creek, CA 94597
Phone 925.278-6680 | Fax 925.955.1655 | <https://www.shepwoodlaw.com>

FAX

April 11, 2025

TO:	NBS Default Services, LLC Bonial and Associates Shellpoint Mortgage Servicing	FROM:	Nicole Zorrilla
FAX:	972-643-6698 972-643-6699 866-467-1184	PHONE:	
RE:	BK Case #25-40564 – Wilkerson – NTS 9462-6555		

XXX ☐ Urgent

XXX ☐ For Review

☐ Please Reply

COMMENTS:

To Whom it May Concern:

Please see the attached for your immediate attention.

Thank you,

Nicole Zorrilla

Shepherd & Wood LLP

2950 Buskirk Ave #300, Walnut Creek, CA 94597

Main: (925) 278-6680

Direct/MMS/Text/iMessage: (925) 542-8020**

Fax: (925) 955-1655

Email: nicole@shepwoodlaw.com



SHEPHERD & WOOD LLP

ATTORNEYS AT LAW

2950 Buskirk Ave., Suite 300, Walnut Creek, CA 94597
Phone 925.278-6680 | Fax 925.955.1655 | www.shepwoodlaw.com

April 11, 2025

National Bankruptcy Services, LLC
Attn: Legal Department
14841 Dallas Parkway, Suite 300
Dallas, TX 75254

Bonial and Associates
Attn: Bankruptcy Department
3160 Crow Canyon Place, Suite 215
San Ramon, CA 94583

Agent for Service for Process
(for National Bankruptcy Services, LLC)
1505 Corporation
CT Corporation System
Amanda Garcia
330 N Brand Blvd,
Glendale, CA 91203

Newrez LLC dba Shellpoint Mortgage Servicing
Attn: Legal Department
PO Box 10826
Greenville, SC 29603-0826

Re: Notice of Bankruptcy Case Filing
Trustee Sale No: 9462-6555
1933 Grass Mountain Court Antioch, CA 94531
Borrower(s): Steven Wilkerson and Lisa Wilkerson
Owner: Melissa Wilkerson

This is to notify NBS Default Services, LLC and Shellpoint Mortgage Servicing that Melissa Marie Wilkerson filed Bankruptcy in the Northern District of California on April 1, 2025, at 9:19 am case number 25-40564. The foreclosure sale must be stopped and cannot continue on account of the bankruptcy case and C.C.C. §2924m. The notice of bankruptcy case filing is attached.

Trustee Sale Number: 9462-6555

Property Address: 1933 Grass Mountain Court Antioch, CA 94531

The initial auction was held on April 1, 2025. The bankruptcy was filed on April 1, 2025, Pursuant to the California Civil Code §2924m the foreclosure sale is not deemed final until 15 days later on April 16, 2025, at 5:00 pm, and now it cannot be made final because of the bankruptcy case filing and the automatic stay. Attempts to complete the sale transaction will be void automatically for violating the automatic stay because the bankruptcy case was filed before the foreclosure sale could be deemed final under the law. *In re Hager 651 B.R. 873 (2023)*. A copy of this case law is attached here.

Please respond to this letter at your earliest convenience to confirm that you will not complete the sale. If you take any steps to complete the sale we will seek sanctions for violation of the stay.

If a trustee's deed upon sale has been issued it must be rescinded and the sale must be undone.

Sincerely,



E. Vincent Wood
Shepherd & Wood LLP

Encl. Notice of Bankruptcy Case Filing
In re Hager 651 B.R. 873 (2023)
Grant Deed

E. Vincent Wood

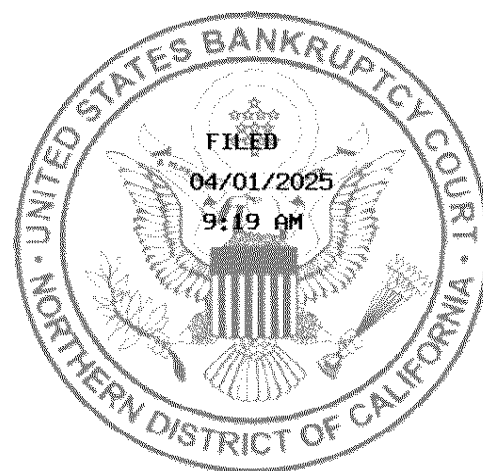
United States Bankruptcy Court
California Northern Bankruptcy Court

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 04/01/2025 at 09:36 AM and filed on 04/01/2025.

Melissa Marie Wilkerson

1933 Grass Mountain Ct
Antioch, CA 94531
SSN / ITIN: xxx-xx-9068



The debtor's attorney is: The bankruptcy trustee is:

E. Vincent Wood

Shepherd & Wood LLP
2950 Buskirk Ave.
Ste 300
Walnut Creek, CA 94597
925-278-6680

Martha G. Bronitsky

P.O. Box 5004
Hayward, CA 94540
(510) 266-5580

The case was assigned case number 25-40564 to Judge Charles Novack.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ccf.canb.uscourts.gov/> or at the Clerk's Office, 1300 Clay Street, Suite 300, Oakland, CA 94612.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Edward J. Emmons
Clerk, U.S. Bankruptcy Court

PACER Service Center			
Transaction Receipt			
04/11/2025 11:51:16			
PACER Login:	evshepwood	Client Code:	
Description:	Notice of Filing	Search Criteria:	25-40564
Billable Pages:	1	Cost:	0.10



As of: April 9, 2025 10:47 PM Z

In re Hager

United States Bankruptcy Court for the Eastern District of California, Fresno Division

May 25, 2023, Decided

Case No. 22-12056-B-13

Reporter

651 B.R. 873 *; 2023 Bankr. LEXIS 1385 **; 121 Fed. R. Evid. Serv. (Callaghan) 2067; 2023 WL 4174065

In re SHANNON HAGER, Debtor.

Subsequent History: As Amended June 26, 2023.

Prior History: DCN PK-2.

Case Summary

Overview

HOLDINGS: [1]-The movant's motion to annul the automatic stay under 11 U.S.C.S. § 362(d)(1) to validate his purchase of real property at a foreclosure sale and to allow him to proceed with his unlawful detainer action was denied because the sale became final when the automatic stay was in effect and *Cal. Civ. Code § 2924h(c)* could not be invoked to finalize the sale to the pre-petition date of the sale because the Trustee's Deed was recorded before the expiration of the 45-day bid period.

Outcome

Motion denied.

Counsel: **[**1]** Patrick Kavanagh, LAW OFFICES OF PATRICK KAVANAGH, Bakersfield, CA, for Ian McGilvray, Movant.

Andrew J. Christensen, LAW OFFICES OF ANDREW J. CHRISTENSEN, P.C., Oakland, CA, & Robert S. Williams, WILLIAMS & WILLIAMS, INC., Bakersfield CA, for Shannon Hager, Debtor.

Judges: René Lastreto II, United States Bankruptcy Judge.

Opinion by: René Lastreto II

Opinion

[*877] AMENDED MEMORANDUM RULING ON MOTION TO ANNUL STAY

RENÉ LASTRETO II, Bankruptcy Judge:

California's nonjudicial foreclosure system is designed to provide the lender-beneficiary with an ine **[*878]** xpensive and efficient remedy against a defaulting borrower, while protecting the borrower from wrongful loss of the property and ensuring that a properly conducted sale is final between the parties and conclusive as to a bona fide purchaser. Moeller v. Lien, 25 Cal. App. 4th 822, 830, 30 Cal. Rptr. 2d 777 (1994).

651 B.R. 873, *878; 2023 Bankr. LEXIS 1385, **1

My, how things change.

Ian McGilvray ("McGilvray") moved to annul the automatic stay under 11 U.S.C. § 362(d)(1) to validate his purchase of real property located at 2313 Sycamore Lane, Pine Mountain Club, CA 93222 ("Property") at a foreclosure sale, and to allow him to proceed with his unlawful detainer action in Kern County Superior Court, entitled *Giuliana Vista GP v. Shannon Hager, et al.*, case no. BCL-23-010025 ("Unlawful Detainer Action").¹ Dckt. 44. McGilvray also **[**2]** requested waiver of the 14-day stay of Fed. R. Bankr. P. ("Rule") 4001(a)(3). *Id.*

Shannon Hager ("Debtor") timely opposed and McGilvray replied. Dckt. 58-59, 61-64.

At the hearing on May 17, 2023, the parties presented oral argument and the court took the matter under submission. Dckt. 65. Under 11 U.S.C. § 362(e) and for good cause, the court ordered continuation of the automatic stay through July 14, 2023, unless terminated by further order of the court. *Id.*

Applying the amended California foreclosure statutes and weighing the factors at play when considering a request to annul the stay, the court finds annulment inappropriate and DENIES the motion.

I. FACTS

In early November 2022, Property was Debtor Shannon Hager's residence. She lived there for 24 years. Dckt. 62. Her sister and her 75-year-old mother with declining health also reside there. *Id.* Property, which is in one of the mountain communities in Tejon Pass in southwestern Kern County, was encumbered by a Deed of Trust in favor of Flagstar Bank ("Flagstar"). Due to the COVID-19 outbreak, Ms. Hager's employment and that of her sister and daughter, were interrupted. *Id.* Earlier, she had difficulty making payments to Flagstar. *Id.* So, Flagstar agreed to forbear collection of some payments. **[**3]** But due to Ms. Hager's employment situation, she could not qualify for a loan modification. *Id.* Flagstar rejected Ms. Hager's tender of \$10,000 six months earlier and was foreclosing.

McGilvray has been in the real estate business for years and has purchased properties at foreclosure sales before. Dckt. 48. He is also familiar with the "multiple steps" foreclosing parties have to take to foreclose on certain properties including allowing for sales to "non-profits." *Id.*

McGilvray purchased Property at the nonjudicial foreclosure sale for \$164,512.71 on November 7, 2022. Dckt. 48. Multiple parties submitted notices of intent to bid on the Property from November 10 to 21, 2022, but it is undisputed that no bids were received. *Ex. A*, Dckt. 63. The foreclosure trustee, Prober & Rafael ("Prober"), executed the *Trustee's Deed Upon Sale* ("Trustee's Deed") on November 23, 2022 and sent it to McGilvray. *Ex. A*, Dckt. 49.

On December 1, 2022, 21 days after the foreclosure sale, Debtor filed chapter 13 bankruptcy. Dckt. 1. She says she did not know of the foreclosure sale until someone claiming to be the owner of Property called her the day after Thanksgiving. **[*879]** 2022. Dckt. 62. The day after Debtor filed **[**4]** her bankruptcy case, McGilvray submitted the Trustee's Deed to the Kern County recorder's office who recorded it that day. *Ex. A*, Dckt. 49. McGilvray claims he had no knowledge of the bankruptcy at that time. Dckt. 48. McGilvray initiated the Unlawful Detainer Action about one month later. *Ex. B*, Dckt. 29. According to McGilvray's attorney, the Unlawful Detainer Action has been dismissed.

Debtor valued Property in her schedules at \$426,600 and listed Flagstar as the mortgagee with a secured claim of \$177,863.79. Dckt. 18. Flagstar's treatment under the proposed plan is to be paid as though the foreclosure sale did not occur. Dckt. 17. Notably, neither McGilvray nor Giuliana Vista were listed as creditors in the schedules or the master address list. Dckt. 1, 3, 18.

On March 1, 2023, McGilvray filed a motion for relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2). Dckt. 27; PK-1. The court granted the motion without retroactive relief because it was not requested. Dckt.

¹ McGilvray is one of the partners in Giuliana Vista ("Giuliana Vista"). Dckt. 32.

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37. The court directed McGilvray to prepare the order, which was to be approved by Debtor's counsel, but an order is not yet submitted.

McGilvray now seeks to annul the stay on two grounds. Dckt. 44. First, he contends California **[**5]** law allows the post-petition recording of the Trustee's Deed to relate back to the date of the sale. Since notices of intent to bid were submitted, McGilvray contends the Trustee's Deed will be deemed perfected as of the date of the sale under *Cal. Civ. Code § 2924h(c)* if it is recorded within 60 days of the sale, as it was here. Dckt. 46. Second, McGilvray contends the *Fjeldsted* balancing test supports annulling the automatic stay. *Id.*; see *Fjeldsted v. Lien (In re Fjeldsted)*, 293 B.R. 12, 23 (B.A.P. 9th Cir. 2003).

Debtor opposes, first, because the foreclosure sale was void as a matter of law for violating the automatic stay. Under California law, Debtor argues the trustee's sale was not final before the bankruptcy was filed. Dckt. 61. Second, Debtor contends the *Fjeldsted* factors do not support annulling the stay. *Id.* Neither party requested discovery. Both parties consented on the record to the court taking this matter under submission and ruling based on the existing record.

II. JURISDICTION

The United States District Court for the Eastern District of California has jurisdiction of this civil proceeding by virtue of *28 U.S.C. § 1334(b)* because it arises under title 11 and in a case under title 11 of the United States Code. The District Court has referred this matter to this court under *28 U.S.C. § 157(a)*. This is a "core" proceeding **[**6]** under *28 U.S.C. § 157(b)(2)(G)*.

III. ISSUES

1. Whether the post-petition finalizing of a pre-petition foreclosure sale subject to overbid under *Cal. Civ. Code ("CC") § 2924m(c)* violated the automatic stay of *11 U.S.C. § 362(a)*.
2. If the automatic stay does apply, whether to annul the automatic stay under applicable law.

IV. DISCUSSION

A. Important General Concepts

A bankruptcy petition operates as a stay applicable to all parties and prevents, among other things, any act to obtain possession of property of the estate. *11 U.S.C. § 362(a)(3)*. The stay does not apply to any act to perfect an interest in property to the extent that the trustee's rights are subject to perfection under *11 U.S.C. § 546(b)*. That section permits an entity who acquires **[*880]** rights to property pre-petition to perfect its interest in property post-petition. *In re Stork*, 212 B.R. 970, 971 (Bankr. N.D. Cal. 1997).

The Debtor bears the ultimate burden of proving that the request for retroactive relief from the stay should be denied. *Nat'l Envtl. Waste Corp. v. City of Riverside (In re Nat'l Envtl. Waste Corp.)*, 129 F.3d 1052, 1055 (9th Cir. 1997).

State law determines the property rights of the parties, and whether those rights are obtained pre-or post-petition. *Butner v. United States*, 440 U.S. 48, 99 S. Ct. 914, 59 L. Ed. 2d 136 (1979). We must "look to state law to determine property interests of the debtor." *Eden Place LLC v. Perl (In re Perl)*, 811 F.3d 1120, 1127 (9th Cir. 2016). That said, filing bankruptcy cannot give a debtor a greater interest in an asset than that which she owned pre-bankruptcy. *Gendreau v. Gendreau (In re Gendreau)*, 122 F.3d 815, 819 (9th Cir. 1997).

In interpreting California law, *CC § 4* requires **[**7]** the Civil Code "to be liberally construed with view to effect its objects and to promote justice." *Blevins v. Palmer*, 172 Cal. App. 2d 324, 327, 342 P.2d 356, 358 (1959) ("[P]rovisions of the Civil Code dealing with transfers of real property are, as required by *section 4*, to be 'liberally construed with a view to effect its objects.'") (citations omitted). In the case of substantially similar existing statutes, the Civil Code shall be construed as a continuation, rather than as a new enactment. *CC § 5*.

651 B.R. 873, *880; 2023 Bankr. LEXIS 1385, **7

Words and phrases are construed according to their context and the approved usage, but technical words and phrases are to be construed according to peculiar and appropriate meaning or definition. CC § 13. Los Angeles Cnty. v. Frisbie, 19 Cal. 2d 634, 639, 122 P.2d 526, 529 (1942) ("While the intention of the legislature must be ascertained from the words used to express it, the manifest reason and the obvious design of the law should not be sacrificed to a literal interpretation of such language."), citing In re Haines, 195 Cal. 605, 612, 234 P. 883, 885-86 (1925).

B. Prior California law

California substantially modified its foreclosure scheme in 2020, effective January 1, 2021 through January 1, 2026.² Since then, it has been further amended and the sunset has been extended to January 1, 2031.³

Under former California law in effect through the end of 2020, the analysis here would have been relatively **[**8]** straightforward. A foreclosure sale occurred before the bankruptcy was filed. The sale was deemed final on the date of the foreclosure sale. CC § 2924h(c) (2020).⁴ A timely recorded trustee's deed post-petition would have related back to the date of the sale. *Id.* Debtor would have possessed only bare legal title to the Property on the petition date and Debtor's equitable title would have been extinguished whether or not a trustee's deed had been recorded before the bankruptcy. Stay relief would not have been required to record the trustee's deed under § 362(b)(3) as a post-petition perfection **[*881]** of the pre-petition interest in Property. The sale would not be avoidable because the trustee's rights to avoid the transfer under 11 U.S.C. §§ 544(a) or 549 are subordinate to perfection of pre-petition interests under 11 U.S.C. § 546(b).⁵

Prior to January 1, 2021, CC § 2924h(c) controlled finality of the sale and perfection. That provision provided that a trustee's sale "shall be deemed final upon the acceptance of the last and highest bid and shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded within 15 calendar days after the sale . . ." CC § 2924h(c) (2020).

Bankruptcy courts quickly established the "ground rules" for invoking the **[**9]** previous version of CC § 2924h(c). A foreclosure sale commenced after a bankruptcy filing was void notwithstanding former CC § 2924h(c). Blatnick v. Sanders (In re Sanders), 198 B.R. 326, 327-28 (Bankr. S.D. Cal. 1996) ("CC § 2924h(c) properly may only be invoked, if at all, where there is a valid foreclosure sale which occurs pre-petition").⁶ If "the gavel falls" at the foreclosure sale against the debtors pre-petition, the sale is finalized and the debtors possess only bare legal title, which "is of no value to the estate." Davissou v. Engles (In re Engles), 193 B.R. 23, 25, 27-28 (Bankr. S.D. Cal. 1996) (citations omitted). If the trustee's deed resulting from a pre-petition foreclosure sale was recorded within the then-applicable 15-days after the sale, the recordation of the trustee's deed did not violate the automatic stay under 11 U.S.C. § 362 (b)(3). In re Garner, 208 B.R. 698, 701 (Bankr. N.D. Cal. 1997);⁷ Bebensee-Wong v. Fannie Mae, 248 B.R. 820, 823 (B.A.P. 9th Cir. 2000) (holding the automatic stay is not violated with a timely post-petition recording of a trustee's deed upon a pre-petition sale); cf. In re Stork, 212 B.R. at 972 (although the post-petition

² Senate Bill ("SB") 1079, Cal. 2019-20 Reg. Sess. (eff. Jan. 1, 2021)

³ Assembly Bill ("AB") 175, Cal. 2021-22 Reg. Sess. (eff. Jan. 1, 2022); AB 1837, Cal. 2022-23 Reg. Sess. (eff. Jan. 1, 2023). At the time this case was filed and the salient facts here occurred, the relevant California Civil Code in effect from Jan. 1, 2022 through Dec. 31, 2022 was applicable (AB 175). Unless otherwise indicated, references to the Civil Code are to this 2022 version.

⁴ SB 1277, Cal. 2003-04 Reg. Sess. (eff. Jan. 1 2005—Dec. 31, 2020).

⁵ This is a chapter 13 case. The debtor's lingering "rights" post-petition would be defined by §§ 1302, 1303, and 1306(b).

⁶ The Sanders court annulled the automatic stay because of the debtor's bad faith. Sanders, 198 B.R. at 329-30.

⁷ The Garner court noted if the recording of the trustee's deed occurred more than 15 days after the foreclosure sale, the automatic stay would be violated. Garner, 208 B.R. at 701.

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recording of pre-petition trustee's deed outside of then-15-day relation back window violated the stay, annulment was appropriate because purchaser qualified for protection under 11 U.S.C. § 549(c)).

This approach has been applied on numerous occasions. Turturici v. Nat'l Mortg. Servicing, LP, No. CIV-S-10-2853 KJM, 2011 U.S. Dist. LEXIS 109242, 2011 WL 4480169 (E.D. Cal. Sep. 24, 2011); Edwards v. Wells Fargo Bank, N.A. (In re Edwards), 454 B.R. 100 (B.A.P. 9th Cir. 2011); In re Lucore, No. SC-12-1604-JuBaPa, 2013 Bankr. LEXIS 2498, 2013 WL 2367800 (B.A.P. 9th Cir. May 30, 2013); In re Shirazi, 2013 U.S. Dist. LEXIS 85654, 2013 WL 3070996 (Bankr. C.D. Cal. June 18, 2013); In re Richter, 525 B.R. 735 (Bankr. C.D. Cal. 2015); In re Svacina, 618 B.R. 852 (Bankr. C.D. Cal. 2020).

This relative stasis was significantly upset in 2020.

C. Current California law

When California amended its foreclosure scheme in 2020, effective **[**10]** January 1, 2021, certain contingent overbid rights were given to any "prospective owner-occupant," "eligible tenant buyer," and "eligible bidder."⁸ The statutory scheme for determining sale finality and overbid procedure, if applicable, was expanded by enacting CC § 2924m(c). **[*882]** CC § 2924h(c) was also amended to extend the relation back period, first to 18 days, and then to 21 days beginning in 2022.⁹ This relation back period can be further extended under certain circumstances.

Under CC § 2924m(c), if a foreclosure sale of a real property containing 1-4 residential units is completed and the prevailing bidder is a prospective owner-occupant as defined in CC § 2924m(a)(1), then the sale is final, and that person will immediately take title to the property. CC § 2924m(c)(1). If the prospective owner-occupant records their trustee's deed within 21 days of the sale, then the sale will be deemed final on the foreclosure sale date, and the trustee's deed perfected as of 8 a.m. on the actual date of the sale. CC § 2924h(c).

If the prevailing bidder is not a prospective owner-occupant, then a 15-day window opens after the sale. While the window is open, eligible third parties may submit bids or notices of intent to bid, and the sale will not be deemed final until the earliest **[**11]** of one of the conditions specified in CC § 2924m(c)(1) through (c)(4) are satisfied.

Within 48 hours of the sale, the foreclosing trustee is required to post facts on the internet website set forth in the notice of sale: (1) the date on which the foreclosure sale took place; (2) the amount of the last and highest bid at the sale; and (3) an address at which the trustee can receive documents sent via U.S. mail and overnight delivery. CC § 2924m(d)(1).¹⁰ The purpose of this posting is to inform prospective eligible bidders of the sale and to provide them with an opportunity to bid or submit a notice of intent to bid.¹¹

If no bids or notices of intent to bid are received by the foreclosing trustee by the 15th day, then the window closes. The sale is final on the 15th day after the foreclosure sale. CC § 2924m(c)(2). If the trustee's deed is recorded by the 21st day after the sale, then the sale will be deemed final and perfected as of 8:00 a.m. on the date of the sale. CC § 2924h(c).

If, however, a representative of all eligible tenant buyers submits a bid that (i) matches the foreclosure sale price, (ii) is sent to the trustee by certified mail, overnight delivery, or another method allowing confirmation of the delivery

⁸ SB 1079 (2020).

⁹ AB 175 (2021).

¹⁰ This provision has been re-lettered to CC § 2924m(e)(1) as of Jan. 1, 2023. AB 1837 (2022).

¹¹ An "eligible bidder" is broadly defined to include eligible tenant buyers, prospective owner-occupants, and certain types of nonprofit associations, nonprofit corporations, cooperative corporations, limited partnerships, limited liability companies, community land trusts, and limited-equity housing cooperatives, as well as the state, the Regents of the University of California, a county, city, district, public authority, or public agency, and any other political subdivision or public corporation in the state. CC § 2924m(a)(3).

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date, and (iii) such bid is received by the **[**12]** trustee before 5:00 p.m. on the 15th day after the foreclosure sale (while the window is open), then the sale is immediately deemed final and the eligible tenant buyers will take title to the property. *CC* § **2924m(c)(3)**. This provision essentially operates as a right of first refusal for tenants. Under this scenario, if the eligible tenant buyers' trustee's deed is recorded within 60 days, then the sale will be deemed final on the date the bid is submitted and deemed perfected as of 8:00 a.m. on the date of the foreclosure sale. *CC* § **2924h(c)**.

Alternatively, during the same 15-day window, any current tenant in the property and all other eligible bidders can submit a higher offer than the foreclosure sale **[*883]** price or a non-binding notice of intent to bid. *CC* § **2924m(c)(2)**. Should either of these occur, an additional window of time opens lasting until the 45th day after the foreclosure sale. *Id.*

While this 45-day window is open, a representative of all current tenants can match the sale price to have it immediately deemed final. *CC* § **2924m(c)(3)(A)**. The tenant will immediately take title to the property. If the deed is recorded within 60 days of the foreclosure sale, then the sale will be deemed perfected as of 8:00 a.m. on the date of the foreclosure **[**13]** sale. *CC* §§ **2924m(c)(3)(B)**, **2924h(c)**.

On the other hand, if an eligible bidder who timely provided a notice of intent to bid to the trustee in the first 15-day window submits a bid that exceeds the foreclosure sale price within the 45-day window, the sale is deemed final at the conclusion of the 45-day window. *CC* § **2924m(c)(4)(B)**. The eligible bidder with the highest offer will take title to the property. Relation back under *CC* § **2924h(c)** is not in the statute and is not applicable. More on this later.

Lastly, if, by the 45th day at 5:00 p.m., no eligible bidders or eligible tenant buyers have submitted bids pursuant to their timely notices of intent to bid, then the sale will be final at the end of the 45th day, and the last, highest bidder at the initial foreclosure sale auction will take title to the property. *CC* § **2924m(c)(4)(A)**.

D. The Sale Finalized Post-Petition and Violated the Stay

The last scenario describes this dispute. The foreclosure sale occurred on November 7, 2022. *Ex. A*, Dckt. 49. Since McGilvray is an investor and not a prospective owner-occupant, a 15-day period to overbid opened from the date of the sale.

Several eligible bidders submitted notices of intent to bid during the 15-day window. *Ex. A*, Dckt. 63. These notices of intent to bid **[**14]** opened a 45-day window running from the date of the sale in which these eligible bidders could submit a bid exceeding the foreclosure sale price and comply with other requirements. No bids were received.¹² Thus, the sale became final on the 45th day at 5 p.m.: December 22, 2022. By then, Debtor had already filed bankruptcy. The automatic stay was in effect. Finalizing the sale on or after that date violates the stay. Any violation of the stay is void and without effect. *Sanders*, 198 B.R. at 328 (citing *In re Stringer*, 847 F.2d 549 (9th Cir. 1988); *In re Schwartz*, 954 F.2d 569 (9th Cir. 1992); *In re Krueger*, 88 B.R. 238, 241 (B.A.P. 9th Cir. 1988)). Therefore, the sale is void for violating the automatic stay.

McGilvray recorded the Trustee's Deed on December 2, 2022, which is 20 days before the expiration of the 45-day window.¹³ At that time, such perfection could not be accomplished because the sale had not yet been "deemed final." *CC* § **2924m(c)**, (c)(4).

Notwithstanding *CC* § **2924m(c)(4)**, McGilvray argues he qualifies under *CC* § **2924h(c)** to have the sale deemed final upon the foreclosing trustee's acceptance of McGilvray's last and highest bid, and to have his interest deemed perfected as of 8 a.m. **[*884]** on the actual date of the sale because the Trustee's Deed was recorded within 60 days. Dckt. 46.

¹² Debtor's counsel argues that bids may have been received if McGilvray had not prematurely recorded the Trustee's Deed 25 days after the sale, and instead allowed the full 45-day period to run its course. That is speculative on this record.

¹³ It is also 25 days after the foreclosure sale, which is outside the default 21-day "relation back" period under *CC* § **2924h(c)**.

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In response, Debtor emphasizes the distinction between a sale being "deemed final" and "deemed perfected." **[**15]** Dckt. 61. Debtor contends that CC § 2924m(c) prevails over § 2924h(c) as to when the sale is deemed final. Debtor also asserts that the 60-day relation back period for perfection applies only if there is a notice of intent to bid submitted by an eligible tenant buyer. Since the 60-day relation back period did not apply, Debtor maintains that McGilvray only had a 21-day period under CC § 2924h(c) to have the perfection relate back to the date of the sale.

McGilvray replies that Debtor's interpretation is a radical departure from the pre-existing law and a departure from the cases that have interpreted the law. Dckt. 59. Although the court agrees that CC § 2924m is a radical departure from the prior precedent, the legislature has changed when a foreclosure sale is deemed final for affected properties.

The distinction between finality and perfection is important. "Deemed final" means the point in time in which the foreclosure sale is considered completed and equitable title transfers from the mortgagor/homeowner to the buyer, and when a sale is "deemed final" is controlled by CC §§ 2924m(c) and 2924h(c). Prior to the enactment of § 2924m(c), foreclosure sales were "deemed final" at the time of the sale under CC § 2924h(c). *Engles, 193 B.R. at 26; Sanders, 198 B.R. at 327; Garner, 208 B.R. at 700; Bebensee-Wong, 248 B.R. at 822*. But that is no longer the rule. Now, **[**16]** CC § 2924m(c) controls finality except in certain circumstances where CC § 2924h(c) is applicable. See, e.g., *Students v. Clear Recon Corp.*, No. 56202200566272CUORVT, 2022 WL 17541903 (Cal.Super. Nov. 4, 2022) ("[T]he general rule about when a trustee's sale is deemed final is not applicable in the present case, which instead is governed by Civ. Code § 2924m due to Plaintiffs attempt to make an overbid pursuant to § 2924m.")

Meanwhile, the point in time in which a sale is "deemed perfected" is controlled by CC § 2924h(c). The difference is that the 60-day relation back period for having a sale both "deemed final" and "deemed perfected" is only applicable if notices of intent to bid are received from eligible tenant buyers for properties with 1-4 residential units. In all other cases, the finality and perfection of a sale will occur under § 2924h(c) if the deed is recorded within 21 days. Since CC § 2924h(c) specifically references CC § 2924m(c)(3), and not (c), (c)(2), or (c)(4), Debtor contends, and the court agrees, that when a sale is subject to the 45-day overbid window, the 60-day relation back period of CC § 2924h(c) only applies to eligible tenant buyers, rather than eligible bidders and prospective owner occupants. It is undisputed that McGilvray is not a tenant buyer.

CC § 2924h(c) states, in relevant part:

For the purposes of this subdivision, the trustee's sale shall be deemed final upon the acceptance of the last and highest bid and **[**17]** shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded within 21 calendar days after the sale, or the next business day following the 21st day if the county recorder in which the property is located is closed on the 21st day. If an eligible bidder submits a written notice of intent to bid pursuant to **paragraph (3) of subdivision (c) of Section 2924m**, the trustee's sale shall be **deemed perfected** as of 8 a.m. on the actual date of sale if the trustee's deed is recorded within 60 calendar days after the sale or the next business day following the 60th day if the county recorder **[*885]** in which the property is located is closed on the 60th day . . .

CC § 2924h(c) (emphasis added).

First, the relation back period expired after the after 21st day. The 60-day window is only applicable for bids or notices of intent to bid that were submitted pursuant to CC § 2924m(c)(3), which is specific to eligible tenant buyers only. CC § 2924h(c) appears to be ambiguous at first glance because it refers to an "eligible bidder" while citing to CC § 2924m(c)(3), rather than (c), (c)(2) or (c)(4).

If a general statute states that its provisions govern except as otherwise expressly provided by statute, a specific statute governing the same matter in a particular context will be treated **[**18]** as an express exception to the general statute. *Williams v. Chino Valley Indep. Fire Dist.*, 61 Cal. 4th 97, 104-109, 186 Cal. Rptr. 3d 826, 347 P.3d 976 (2015). When a statute with reference to one subject contains a given term or provision, the omission of that

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term or provision from another part of the same statute, or from a similar statute concerning the related subject, is significant to show that a different legislative intent existed. Dep't Homeland Sec. v. MacLean, 574 U.S. 383, 391, 135 S. Ct. 913, 190 L. Ed. 2d 771 (2015); Kabran v. Sharp Mem'l Hosp., 2 Cal. 5th 330, 344, 212 Cal. Rptr. 3d 361, 386 P.3d 1159 (2017). If the legislature intended to allow all eligible bidders to take advantage of the 60-day relation back period, then it could have referenced the bidding procedure in (c), (c)(2), or (c)(4), rather than specifically to (c)(3).

The Assembly Judiciary Committee Report¹⁴ on SB 1079 indicates that the legislative purpose of SB 1079, predecessor to AB 175, was to "curb further purchases of single-family homes at foreclosure auctions by companies that then operate them as rental properties." SB 1079 (Skinner), Cal. Assemb. Judiciary Comm. Report (Aug. 12, 2020).¹⁵ This report's description of the bidding procedure under CC § 2924m(c)(3) and (c)(4) when notices of intent to bid or bids are submitted and a 45-day window opens makes clear that the relation back provision was intended to only apply to eligible tenant buyers:

g) During the 45-day window, **a representative of all of the current tenant[s] in the house again has a right [**19] of first refusal to match the foreclosure sale price. If, at any time during the 45 days, this representative matches the foreclosure sale price, the sale is immediately deemed final and the tenant will take title to the property.**

h) During the same 45-day window, any current tenant in the property and all other eligible bidders can submit higher offers than the foreclosure sale price.

i) If, during the 45 days, one or more of the eligible bidders submits a bid that exceeds the foreclosure sale price, the sale is deemed final at the conclusion of the 45 days, and the eligible bidder that made the highest offer will take title to the property.

[*886] j) Otherwise, the sale is deemed final at the conclusion of the 45 days, and the party that made the last and highest offer at the initial foreclosure auction will take title to the property.

Id. at 3-4 (emphasis added).

Second, CC § 2924m(f)¹⁶ states that "[t]his section shall prevail over any conflicting provision of Section 2924h." Contemporaneously, CC § 2924h(f)¹⁶ provides, "[e]xcept as specifically provided in Section 2924m, in the event that this section conflicts with any other statute, then this section shall prevail." In the absence of these sections, CC § 2924h(c) could reasonably be construed as applying **[**20]** the 60-day relation back period to all eligible bidders. But in the context of CC § 2924m(c), which is controlling, eligible bidders include eligible tenant buyers and others, and the sale "shall not be deemed final until the earliest of the following: . . . [(c)(1)-(c)(4)]" CC §§ 2924h(c) and 2924m(c), therefore, appear to contain conflicting periods as to when the sale shall be deemed final for non-eligible tenant buyers attempting to use CC § 2924h(c) to invoke the relation back procedure. CC §§ 2924m(f) and 2924h(f) resolve this conflict in favor of CC § 2924m. Therefore, the 60-day relation back period is reserved for eligible tenant buyers under CC § 2924m(c)(3).

McGilvray argues that the focus on December 22, 2022—the 45th day after the foreclosure sale—is misplaced because McGilvray had equitable title subject to divestment by all three classes of persons who qualified under § 2924m(c) at the time the last bid was taken. Dckt. 59.

¹⁴ The court may consider statements in legislative committee reports concerning the statutory objects and purposes that are in accord with a reasonable interpretation of the statute as an aid in determining legislative intent. S. Cal. Gas Co. v. Pub. Utils. Com., 24 Cal. 3d 653, 659, 156 Cal. Rptr. 733, 736, 596 P.2d 1149, 1152 (1979).

¹⁵ The legislative committee documents for SB 1079 are available at https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=201920200SB1079 (visited May 23, 2023).

¹⁶ This provision has been re-lettered to CC § 2924m(h) as of Jan. 1, 2023. AB 1837 (2022).

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This overstates his interest. Under CC § 2924h(c) (even before the amendments), the foreclosure sale is not deemed perfected on the original sale date until the deed is recorded. Before the deed is recorded, the sale is neither "perfected" nor "deemed perfected" - it is just a sale. *Dr. Leevil, LLC v. Westlake Health Care Ctr.*, 6 Cal. 5th 474, 482, 241 Cal. Rptr. 3d 12, 431 P.3d 151, 155 (2018). Under the new statutes, McGilvray's purchase of Property at the foreclosure sale **[**21]** was not final until the 45th day after the sale.

In *Ford*, a bankruptcy court in the Central District of California dealt with the new version of CC §§ 2924h and **2924m** in a similar situation involving a pre-petition foreclosure sale with a post-petition recording. *In re Ford*, No. 2:22-bk-13649-WB, 2022 Bankr. LEXIS 3545, 2022 WL 17742285 (Bankr. C.D. Cal. Dec. 15, 2022). There, two eligible bidders submitted notices of intent to bid within 15 days of the foreclosure sale. 2022 Bankr. LEXIS 3545, [WL] at *7. As a result, the court found that CC § 2924h(c) extended the time for relation back of the recordation to 60 days, and the sale was deemed final and perfected as of 8:00 a.m. on the date of the sale. *Id.* Notably, neither of these eligible bidders were "eligible tenant buyers," so the court, in effect, applied § 2924h(c) to all eligible bidders. 2022 Bankr. LEXIS 3545, [WL] at *6; see also, Exs. 1-2, Dckt. 20-2, 20-3, Case No. 2:22-bk-13649-WB (Bankr. C.D. Cal.).

But *Ford* differs from the facts here for at least two reasons. There, the debtor did not raise the issue of when the sale became final under the new amendments to the foreclosure procedure. Also, the trustee's deed was recorded forty-nine (49) days after the foreclosure sale. 2022 Bankr. LEXIS 3545, [WL] at *1. So, there was no question concerning finality of the sale.

[*887] When the sale here became final on December 22, 2022, the automatic stay was in full force and effect. § 362(a)(3). **[**22]** Although the facts of this case mirror those in *Garner*, *Bebensee-Wong*, and related progeny, the legislature changed the date that the sale is deemed final by enacting CC § **2924m(c)**. Thus, instead, this case mirrors *Sanders* in that the sale became final post-petition:

On the facts of this case, the Court holds that the foreclosure sale conducted postpetition is void, and recordation of the trustee's deed . . . cannot resuscitate the void sale by reliance on a state statute that would relate back the act to a time when it would not have been prohibited.

Sanders, 198 B.R. at 329.

Therefore, the sale became final under CC § **2924m(c)(4)** post-petition and is void. CC § 2924h(c) cannot be used to finalize an incomplete sale to a time before the petition was filed. McGilvray does not qualify for the relation back effects of CC § 2924h(c) as the statute was written in 2022.¹⁷

D. *The Fjeldsted Factors Do Not Support Annuling the Stay*

The court now turns to McGilvray's request to annul the automatic stay.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case-by-case basis." *In re Mac Donald*, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court **[**23]** to grant relief from the stay if the debtor does not have an equity in such property and such property is not necessary to an effective reorganization.

The Ninth Circuit Court of Appeals has warned that retroactive relief should only be "applied in extreme circumstances." *Mataya v. Kissinger (In re Kissinger)*, 72 F.3d 107, 109 (9th Cir. 1995), quoting *In re Shamblin*, 890

¹⁷ Debtor's counsel has argued that two provisions of CC § **2924m** establish Debtor's title to Property during these "open window" periods. That is incorrect. Both provisions, *subdivisions (f)* dealing with a trustor's title until the sale is deemed final, and *(l)* dealing with continued hazard insurance coverage until the sale is final became effective in 2023 and were not part of § **2924m** in 2022 when the salient facts here occurred. See CC § **2924m(o)** (2023).

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F.2d 123, 126 (9th Cir. 1989); see also In re Aheong, 276 B.R. 233, 250 (B.A.P. 9th Cir. 2002). When deciding a motion to annul the automatic stay, the court may consider the "*Fjeldsted*" factors:

1. Number of filings;
2. Whether, in a repeat filing case, the circumstances indicate an intention to delay and hinder creditors;
3. A weighing of the extent of prejudice to creditors or third parties if the stay relief is not made retroactive, including whether harm exists to a bona fide purchaser;
4. The Debtor's overall good faith (totality of circumstances test);
5. Whether creditors knew of the stay but nonetheless took action, thus compounding the problem;
6. Whether the debtor has complied, and is otherwise complying, with the Bankruptcy Code and Rules;
7. The relative ease of restoring parties to the status quo ante;
8. The costs of annulment to debtors and creditors;
- [*888]** 9. How quickly creditors moved for annulment, or how quickly debtors moved to set aside the sale or violative contract;
10. Whether, **[**24]** after learning of the bankruptcy, creditors proceeded to take steps in continued violation of the stay, or whether they moved expeditiously to gain relief;
11. Whether annulment of the stay will cause irreparable injury to the debtor;
12. Whether stay relief will promote judicial economy or other efficiencies.

Fjeldsted, 293 B.R. at 24-25. One factor alone may be dispositive. *Id.* The two main factors focused on by courts are "(1) whether the creditor was aware of the bankruptcy petition; and (2) whether the debtor engaged in unreasonable or inequitable conduct, or prejudice would result to the creditor." *In re Merriman, 616 B.R. 381, 387 (B.A.P. 9th Cir. 2020)*, quoting *Nat'l Envtl. Waste Corp., 129 F.3d at 1055*.

Weighing the *Fjeldsted* factors follows:

1. Number of filings: This appears to be Debtor's first bankruptcy filing in this district. This factor is inapplicable.
2. Whether, in a repeat filing case, the circumstances indicate an intention to delay and hinder creditors: This factor is inapplicable since this is Debtor's first bankruptcy filing.
3. Extent of prejudice to creditors or third parties if the stay relief is not made retroactive, including whether harm exists to a bona fide purchaser: McGilvray claims to be a bona fide, pre-petition purchaser of Property. At the time the Trustee's Deed was recorded, McGilvray **[**25]** claims he did not have actual or constructive notice of the bankruptcy. Dckt. 46, 47. McGilvray contends he will be prejudiced if the stay is not annulled.

Meanwhile, Debtor contends that McGilvray will not be prejudiced if the stay is not annulled because he can get his money back from the sale and not enough time has passed for there to be any serious prejudice. Dckt. 58, 61. Additionally, the automatic stay was violated, so Debtor argues the sale is void as a matter of law. Since annulment is an extraordinary remedy in repeat-filing cases with legitimate harm to innocent third parties, this factor should support denying this motion. Further, Debtor claims that if the stay is annulled, she will suffer catastrophic financial ruin and lose over \$250,000 in equity.

There are no facts suggesting McGilvray has transferred Property, or that any third party is affected if the stay is not annulled.

The focus of this factor is on harm or prejudice to third parties and creditors, including bona fide purchasers. It is unclear whether McGilvray can recover the money already paid. From McGilvray's previous motion, it appeared that the mortgagee has already been paid from the foreclosure sale proceeds. **[**26]** It seems a claim for unjust enrichment in the proper forum may be an option. McGilvray may have claims to recover his funds from third parties on various tort or contract theories.

This factor weighs against annulment.

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4. Debtor's overall good faith (totality of the circumstances): McGilvray does not contend that Debtor or counsel misrepresented facts or engaged in egregious behavior. Dckt. 46. Debtor filed bankruptcy more than 15 days post-foreclosure, but less than 60 days after the sale. McGilvray contends that timing alone makes this factor support annulment.

The court disagrees. Debtor's largely uncontroverted declaration states she was made aware of the sale weeks after the foreclosure. Dckt. 62. No evidence was [*889] presented that she was aware of the sale date. It seems likely she received notice of the sale, but there is no proof of that on this motion. Nevertheless, given the delay before many sales are final under the new law, this factor does not support annulment.

5. Whether creditors knew of the stay but nonetheless acted, thus compounding the problem: McGilvray contends that he did not have knowledge of the bankruptcy at the time this case was filed. Dckt. 47. McGilvray's bankruptcy [**27] attorney declares that there was no record notice or constructive notice in the form of a recorded notice of bankruptcy. Dckt. 48. Movant was not listed as a creditor in Debtor's schedules. Although McGilvray recorded the Trustee's Deed and initiated the Unlawful Detainer Action post-petition, after learning of the bankruptcy, McGilvray filed a motion for relief from the automatic stay (PK-1), and then subsequently filed this motion to annul the stay.

In contrast, Debtor contends that McGilvray knew of the stay at the time the Trustee's Deed was recorded and at the time he filed the Unlawful Detainer Action. Dckt. 58, 61. Debtor suggests that the evidence proves he knew of the bankruptcy on the date it was filed and compounded the problem by recording the Trustee's Deed, giving a three-day notice to quit, initiating the Unlawful Detainer Action, and then waiting three months to file the first stay relief motion and four and one-half months to file this motion.

The court disagrees with Debtor here. There is nothing except speculation that McGilvray knew of the bankruptcy filing before he brought the Trustee's Deed to the Recorder's Office. He obviously subsequently learned of the bankruptcy, [**28] but he did not affirmatively act to seek stay relief for some months thereafter.¹⁸

As noted above, McGilvray was not listed in the bankruptcy schedules or master address list. The only evidence provided by Debtor is a declaration "on information and belief" that McGilvray knew about the bankruptcy before the Trustee's Deed was recorded and before the Unlawful Detainer Action was filed. Dckt. 62. However, non-expert witness testimony must be based on the personal knowledge of the witness. *Fed. R. Evid. 602*. Debtor's declaration fails to provide any credible evidence that McGilvray had knowledge of the bankruptcy.

This factor favors annulment on this record.

6. Whether the debtor has complied, and is otherwise complying, with the Bankruptcy Code and Rules: McGilvray contends that it is impossible to confirm a plan because no adversary proceeding has been filed. Dckt. 46. However, Debtor claims to be complying with the plan and is current on payments. Although the objection to plan confirmation was sustained earlier, the plan can be reconsidered or modified if this motion is denied.

Notwithstanding failure to list McGilvray as a creditor in this bankruptcy case, Debtor appears to have complied with the Bankruptcy [**29] Code and Rules. This factor weighs slightly against annulment.

7. The relative ease of restoring the parties to the status quo ante: McGilvray contends that that he cannot be compelled to give up his interest in Property without a repayment. Dckt. 46. The original lender has been paid, so an adversary [*890] proceeding would be necessary. In response, Debtor claims that it is easy to restore the parties to the *status quo ante* because McGilvray can be repaid because the sale is void. Dckt. 61.

¹⁸ The court acknowledges McGilvray's counsel's representations supported by bankruptcy counsel's statements that there were ongoing settlement discussions for a time before motions were filed in this court.

651 B.R. 873, *890; 2023 Bankr. LEXIS 1385, **29

The *status quo ante* appears to be the period after the foreclosure sale but before the Trustee's Deed was recorded and the Unlawful Detainer Action initiated. The Unlawful Detainer Action is dismissed. However, under *CC* § 2924m(c)(4), restoring Debtor to the *status quo ante* would result in Debtor possessing legal and equitable title in Property because the foreclosure sale was not final at the time of the bankruptcy.

True enough, it is likely some litigation between McGilvray and other parties may ensue. But when weighed here against Debtor's losses if annulment is granted, the court sees this factor slightly favoring denial of annulment.

8. The costs of annulment to the debtor and creditors: McGilvray claims the cost of **[**30]** annulment is the cost of an adversary proceeding. Dckt. 46. McGilvray contends this factor supports annulment but insists that it should be limited due to the extensive facts of this case.

In contrast, Debtor's asserted cost of annulment is \$250,000 plus attorney's fees, which is the equity lost as result of the foreclosure sale. Dckt. 61-62. Debtor also says that there is no cost for McGilvray. Instead, she asserts, McGilvray would receive a \$250,000 windfall from Debtor's equity in Property if the sale were to be finalized and perfected.

Debtor has other creditors in this case. The successful confirmation of a plan and repayment of creditors is enhanced if annulment is denied. Otherwise, Debtor, her mother, and sister will no longer have a residence and the possible payment to creditors will be diminished.

Even if she prevails on this motion, Debtor must pay off Flagstar to keep her residence. Any right Debtor had to reinstate the loan with Flagstar vanished five days before the sale. *CC* § 2924c(a)(1), (e). She has no windfall.

This factor weighs against annulment.

9. How quickly creditors moved for annulment, or how quickly the debtor moved to set aside the sale or contract: In the beginning of this **[**31]** case, there were some settlement negotiations and neither party took any action. McGilvray initially moved for relief from stay on March 1, 2023, which is four months post-petition. PK-1.

Debtor claims that this delay is inexcusable; however, Debtor also acknowledges that the unfamiliarity with the new statutory scheme likely delayed the filing of the stay relief motion. Debtor claims she did not know about the foreclosure sale until late November 2022. She filed this case on December 1, 2022. Debtor moved expeditiously.

This factor weighs slightly against annulment.

10. Whether, after learning of the bankruptcy, creditors proceeded to take steps in continued violation of the stay, or whether they moved to expeditiously gain relief: McGilvray claims he did not have notice of the bankruptcy. Dckt. 46-47. True enough, he was not listed in the schedules or the master address list. Although McGilvray did initiate the Unlawful Detainer Action, he has not prosecuted that case and it has been dismissed. *Id.*

In response, Debtor speculates McGilvray was likely informed of the bankruptcy by the foreclosure trustee on the petition date, thus prompting him to record the Trustee's Deed the next day. **[**32]** That recording also occurred before the 45-day period **[*891]** alleged to be applicable under *CC* § 2924h(c). Also, McGilvray's declaration was silent as to when he learned of the bankruptcy. The declaration says McGilvray had no knowledge of the bankruptcy at the time of recording but makes no mention of whether he knew about it at the time he filed the Unlawful Detainer Action. Given the 4-month delay in filing the first stay relief motion, this factor weighs against annulling the stay.

11. Whether annulment of the stay will cause irreparable injury to the debtor: McGilvray says this factor supports annulment because Debtor's right to reorganize was greatly diminished at 8:01 a.m. on November 7, 2022 because the foreclosure sale took place later that day. Dckt. 46. McGilvray's position implies that Debtor could not have filed bankruptcy before the sale but after 8:01 a.m. on that same day, causing it to occur post-petition, and then use *CC*

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§ 2924h(c) to relate the sale back to before the petition date. However, this approach is expressly rejected in Sanders, 198 B.R. at 329

Debtor will undoubtedly suffer irreparable injury if the stay is annulled as discussed above. This factor weighs against annulment.

12. Whether stay relief will promote judicial economy: Annulling the stay would promote judicial economy by avoiding litigation in the bankruptcy case. But, as mentioned, McGilvray has rights to prosecute if he so chooses. This factor supports annulling the stay.

The court concludes that the Feldsted factors do not support annulling the automatic stay. The result may be different if the sale had finalized before the petition date.

V. CONCLUSION

The foreclosure sale was finalized post-petition and is thus void as a violation of the automatic stay. CC § 2924h(c) cannot be invoked to finalize or perfect the sale to the pre-petition date of the sale. Since notices of intent to bid were submitted, finality is controlled by CC § 2924m(c). McGilvray is not an eligible tenant buyer that bid on Property pursuant to CC § 2924m(c)(3), so he does not qualify for the 60-day relation back provision for perfection under CC § 2924h(c). Additionally, the Trustee's Deed was recorded before the expiration of the 45-day bid period under CC § 2924m(c)(4). The automatic stay was therefore applicable when the sale became final. McGilvray violated the stay when he recorded the Trustee's Deed. The Feldsted factors when properly weighed and considered do not justify annulment of the stay. Accordingly, the motion to annul the automatic stay is DENIED.

A separate order shall issue.

Dated: 06/26/2023

By the Court

/s/ René Lastreto II

René Lastreto II, Judge

United States Bankruptcy Court

DCN PK-2

ORDER ON MOTION TO ANNUL STAY

On May 17, 2023, a hearing was held on Movant Ian McGilvray's motion to annul the automatic stay. Appearances **[**34]** were noted in the record. Following oral argument, the parties submitted the matter for decision. After careful consideration of the parties' oral arguments, pleadings, and evidence submitted in support of and opposition to the motion, the court issued its ruling on the motion to annul stay on May 25, 2023.

In accordance with the ruling and for cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Ian McGilvray's motion to annul the automatic stay is **DENIED**.

Dated: May 25, 2023

By the Court

/s/ René Lastreto II

651 B.R. 873, *891; 2023 Bankr. LEXIS 1385, **34

René Lastreto II, Judge

United States Bankruptcy Court

End of Document

RECORDING REQUESTED BY

Jerald N. Marrs

AND WHEN RECORDED MAIL TO

Jerald N. Marrs
Claassen Marrs, P.C.
111 Deerwood Road, Suite 200
San Ramon, California 94583



CONTRA COSTA Co Recorder Office
DEBORAH COOPER, Clerk-Recorder

DOC - 2020-0259947

Monday, Nov 2, 2020 15:00:00



Total Paid: \$20.00

Receipt#: 202003917324

0000 - Public

210/CPPC/113

APN: 055-350-011

Space above line for Recorder's Use
NO TAX DUE

GRANT DEED

The undersigned Grantor declares under the penalty of perjury that the following is true and correct.

Documentary transfer tax is NONE. Not pursuant to a sale. No consideration. A transfer into a revocable trust. Rev. & Tax Code Section 11930.

_____ Unincorporated area X City of Antioch

This transfer is exempt from the fee imposed by Gov. Code. Section 27388.1 because the property is a residential dwelling transferred to an owner-occupier.

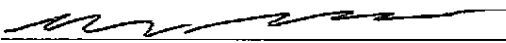
This is a transfer into a revocable trust excludable from reassessment under Rev. & Tax Code Section 62(d).

FOR NO CONSIDERATION, GRANTOR MELISSA WILKERSON, a single person, as her sole and separate property, hereby GRANTS TO MELISSA WILKERSON, trustee of the MELISSA WILKERSON REVOCABLE TRUST dated June 19, 2020, that real property in the City of Antioch, County of Contra Costa, State of California, described in Exhibit "A" attached hereto and incorporated herein.

Commonly known as 1933 Grass Mountain Court, Antioch, CA 94509

APN: 055-350-011

Dated: October 7, 2020


MELISSA WILKERSON

Mail tax statement to 1933 Grass Mountain Court, Antioch, CA 94509

ACKNOWLEDGMENT

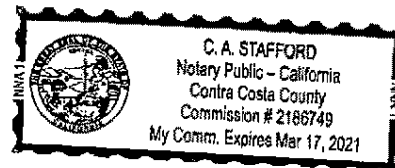
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Contra Costa)

On October 7, 2020, before me, C. A. Stafford, notary public, personally appeared MELISSA WILKERSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



C. A. Stafford
C. A. Stafford

(Seal)

Exhibit "A"

The land referred to is situated in the State of California, County of Contra Costa, City of Antioch, and is described as follows:

Lot 341 . as shown on the Map of Subdivision 7500, filed June 10, 1997 in Book 392, Page 49, Contra Costa County Records.

EXCEPTING THEREFROM:

All oil, gas, casinghead gasoline and other hydrocarbon and mineral substances below a point 500 feet below the surface of said land together with the right to take, remove , mine, pass through and dispose of all oil, gas, casinghead gasoline and other hydrocarbon and mineral substances, but without any right whatsoever to enter upon the surface of said land, as reserved in the Deed from Mary M. Hines, et al , recorded October 5, 1977, Book 8536, page 172, Official Records.

(Being APN 055-350-011)

This deed is made and accepted upon the Covenants, Conditions and Restrictions and other matters set forth in that certain Declaration of Restrictions recorded December 16, 1997, as Instrument No. 97-244267, Official Records of said county, all of which Covenants, Conditions and Restrictions and other matters are incorporated herein by reference to said Declaration of Restrictions with the same force and effect as though fully set forth herein.

Exhibit E

**Fwd: 252-20242335 Wilkerson Bankruptcy Case No. 25-40564 CN**

1 message

General Email <general@shepwoodlaw.com>

Thu, May 8, 2025 at 10:27 AM

To: Andrew Christensen <andrew@californiahomelawyer.com>

Cc: Vincent Wood <vince@shepwoodlaw.com>

Andrew,
Please see the below. Vince asked that I send you a copy.

----- Forwarded message -----

From: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>

Date: Wed, May 7, 2025 at 4:12 PM

Subject: 252-20242335 Wilkerson Bankruptcy Case No. 25-40564 CN

To: general@shepwoodlaw.com <general@shepwoodlaw.com>

Cc: Savelt <Savelt@wrightlegal.net>

Mr. Wood,

As we discussed, the foreclosure sale of the property was conducted at 9:14 am PT on April 1, 2025, prior to the filing of the above-mentioned bankruptcy case at 9:36 am PT on April 1, 2025. As a result of the delivery of a notice of intent to bid affidavit pursuant to Civil Code section 2924m(c)(2), the 45-day period for post-sale bids was triggered, so the identity of the high bidder is not yet known. The identity of the high bidder will be determined at or after 5:00 pm on the 45th day following April 1, which is May 16, 2025. The high bidder will either be Good Neighbor Homes LLC (the high bidder at the live auction on April 1, 2025) or Carl Dexter (the post-auction eligible bidder if he submits a bid in excess of the high bid by Good Neighbor Homes LLC on or before 5:00 pm on May 16, 2025). Pursuant to Civil Code section 2924m(c)(4) and Civil Code section 2924h(c), NBS Default Services LLC will issue the trustee's deed regarding the April 1, 2025 foreclosure sale once the identity of the high bidder has been determined as dictated by statute.

Based on the above circumstances, and the fact that the high bidder's identity is not yet known, NBS Default Services LLC can only provide the information and documents related to the current status of the completed foreclosure sale but cannot yet respond with respect to the identity of the final high bidder under Civil Code section 2924m. Attached please find informal production of the documents currently in the possession of NBS Default Services, LLC that are currently responsive to the Order for Production of Documents in the above-mentioned matter. The attached production is necessarily incomplete because the identity of the highest bidder cannot be determined under applicable statutes. However, NBS Default Services LLC will be able to provide a formal response with Declaration of Custodian following May 16, 2025. Documents subject to the attorney client privilege and/or work product privilege are subject to objection and will not be produced.

Please note that the list of properties that were scheduled for foreclosure sale on April 1, 2025 in Contra Costa County that is provided below is a list of the scheduled sales for the auction vendor, [auction.com](https://www.auction.com), but the only foreclosure sale that was scheduled and cried by [auction.com](https://www.auction.com) on behalf of NBS Default Services LLC that day in Contra Costa was the first sale on the list regarding the subject property. The other sales at Contra Costa County that day were not related to NBS Default Services LLC, and the company has no other information about those other sales. In addition, the bid funds for the subject property were submitted by Good Neighbor Homes LLC by wire to the auction company, so there are no copies of cashier's checks to provide. The submission of funds via wire is identified on the Trustee Certificate of Sale/Receipt produced herewith. Auction.com is a separate company than NBS Default Services, LLC, and NBS does not have information about wires received by the company or the employees or auctioneers of the company aside from what is provided on the sale result spreadsheet and the Trustee Certificate of Sale/Receipt. It appears from the Trustee Certificate of Sale/Receipt that there were no other bidders aside from Good Neighbor Homes LLC for the live sale after the announcement of the minimum statutory bid for residential 1-4 property pursuant to Civil Code section 2924(f).

Auction.com said the below is what they can provide us for Contra Costa sales that day:

Listing Status	County	Street Address	City	State	Zip	Listing Sale Date	Listing Sale Time	Postponement to
3rd Party Sale	Contra Costa	1933 GRASS MOUNTAIN CRT	ANTIOCH	CA	94531	4/1/2025	9:00 AM	
Revert	Contra Costa	181 BAYSIDE CT	RICHMOND	CA	94804	4/1/2025	9:00 AM	
Postponed	Contra Costa	1097 TEAL COURT	BRENTWOOD	CA	94513	4/1/2025	9:00 AM	5/13/2025
Postponed	Contra Costa	68 INLET DR	BAY POINT	CA	94565	4/1/2025	9:00 AM	5/13/2025
Postponed	Contra Costa	295 GLASGOW CIRCLE	DANVILLE	CA	94526	4/1/2025	9:00 AM	5/13/2025
Postponed	Contra Costa	121 AMADOR CT	OAKLEY	CA	94561	4/1/2025	9:00 AM	5/13/2025
Postponed	Contra Costa	5601 DOREMUS AVE	RICHMOND	CA	94805	4/1/2025	9:00 AM	6/10/2025
Postponed	Contra Costa	3201 MUIR CT	ANTIOCH	CA	94509	4/1/2025	9:00 AM	5/13/2025
Postponed	Contra Costa	168 GLENWOOD	HERCULES	CA	94547	4/1/2025	9:00 AM	5/13/2025

Postponed	Contra Costa	5548 PLUMBRIDGE WAY	ANTIOCH	CA	94531	4/1/2025	9:00 AM	5/13/2025
Canceled	Contra Costa	1009 VICTORIA PARK	HERCULES	CA	94547	4/1/2025	9:00 AM	
Canceled	Contra Costa	482 CRIMSON CLOVER COURT	BRENTWOOD	CA	94513	4/1/2025	9:00 AM	
Canceled	Contra Costa	3252 CUB COURT	ANTIOCH	CA	94531	4/1/2025	9:00 AM	

After review, please let me know if you have any questions regarding this preliminary initial production pending the determination of the identity of the high bidder pursuant to statute.

Michelle A. Mierzwa, Esq.
Partner, Compliance Division



4665 MacArthur Court, Suite 280
Newport Beach CA 92660
(949) 438-1265 Direct

(949) 608-9142 Fax
(949) 477-5050 Main Ext. 1042

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----- Forwarded message -----

From: Carl Dexter <arbitragellc@yahoo.com>
To: FRCLInquiries <FRCLInquiries@bonialpc.com>
Cc:
Bcc:
Date: Fri, 4 Apr 2025 13:42:17 +0000
Subject: Re: 1933 Grass Mountain Ct SB1079 Intent To Bid
To whom it may concern:

Please see attachment below.

Carl Dexter

----- Forwarded message -----

From: FRCLInquiries <FRCLInquiries@bonialpc.com>
To: "Carl Dexter" <arbitragellc@yahoo.com>, FRCLInquiries <FRCLInquiries@bonialpc.com>
Cc:
Bcc:
Date: Fri, 4 Apr 2025 14:38:46 +0000
Subject: RE: 1933 Grass Mountain Ct SB1079 Intent To Bid

Hello,

Received. Thanks!

FRCLInquires

Bonial & Associates, P.C.

14841 Dallas Parkway, Suite 350 | Dallas, TX 75254

D: 972.643.6600 F: 972.643.6699

FRCLInquiries@BonialPC.com



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This firm is a debt collector and any information we obtain from you will be used for that purpose.

You may opt out of receiving further email communications to this address by replying with the word "STOP" in the subject line.

From: Carl Dexter
Sent: Friday, April 4, 2025 8:42 AM
To: FRCLInquiries
Subject: Re: 1933 Grass Mountain Ct SB1079 Intent To Bid

To whom it may concern:

Please see attachment below.

Carl Dexter

----- Forwarded message -----

From: Paul DeJesus <pdejesus@auction.com>
To: "Kahler, Jessica" <Jessica.Kahler@nationalbankruptcy.com>, Jonathan Chau <jchau@auction.com>, John Hund <jhund@auction.com>, Joseph Steinhaus <jsteinhaus@auction.com>, Shawn Smart <SSmart@auction.com>, FRCLInquiries <FRCLInquiries@bonialpc.com>, Future Sales <FutureSales@auction.com>, "Williams, DeEdra" <Deedra.Williams@nationalbankruptcy.com>, "Rogers, Leigh" <Leigh.Rogers@nationalbankruptcy.com>, "Adams, Marissa" <Marissa.Adams@nationalbankruptcy.com>
Cc:
Bcc:
Date: Mon, 31 Mar 2025 21:42:48 +0000
Subject: RE: [EXT] Bidding Instructions: File: 9462-6555; Case: NT-2147041247-FC; Step Bid Reviewed (End) 03/31/2025

Morning,

Confirmed:

Fair Market Value: 745,820.00

Credit bid: 155,400.82



Starting Bid: 499,699.40

Total Debt Value: 155,400.82

If any interested parties minimum bid must be at least: \$499,699.40. If no interested parties, please postpone to: 04/15/2025 due to failure to meet minimum bid.

Thank you!

Paul DeJesus Sr. Foreclosure Asset Manager

(949) 672-3667 | pdejesus@auction.com  
1 Mauchly, Irvine, CA 92618 | © 2022 Auction.com, LLC, All Rights Reserved

Attorneys can find out more about our new product at:
[Attorney Interact](#)

From: Kahler, Jessica
Sent: Monday, March 31, 2025 2:23 PM
To: Jonathan Chau ; John Hund ; Joseph Steinhaus ; Shawn Smart ; Paul DeJesus ; FRCLInquiries@BonialPC.com; Future Sales ; Jessica.Kahler@NationalBankruptcy.com; Deedra.Williams@NationalBankruptcy.com; Leigh.Rogers@NationalBankruptcy.com; Marissa.Adams@NationalBankruptcy.com
Subject: [EXT] Bidding Instructions: File: 9462-6555; Case: NT-2147041247-FC; Step Bid Reviewed (End) 03/31/2025

Below is the Bidding Instructions received for:

Case: 23-40364 Doc# 83-1 Filed: 10/08/25 Entered: 10/08/25 16:04:01 Page 33 of 116

CAUTION: This email came from outside of the company. Always use caution when opening attachments or clicking links from unknown senders or unexpected emails.

File Number: 9462-6555
Property Address: [1933 GRASS MOUNTAIN CRT, ANTIOCH, CA 94531](#)
Scheduled Sale Date of: 1st day of April, 2025
Estimated Total Debt: 155,400.82

Bid Instructions: â€¢ Fair Market Value: \$745,820.00
â€¢ Credit Bid: \$155,400.82 (Total Debt/Specified Bid)
â€¢ Starting Bid: \$499,699.40 (67% of FMV)
â€¢ If no bid exceeds \$499,699.40 postpone to 4/15/2025 (67% of FMV and next sale)

Total Debt amount (155,400.82) represents \$153,152.27 Client Total Debt plus \$2,248.55 in attorney fees and costs.

NOTE: PRIVATE AND PRIVILEGED INFORMATION: THIS TRANSMISSION MAY CONTAIN INFORMATION OR MATERIAL WHICH IS CONFIDENTIAL AND NOT TO BE DISCLOSED TO ANYONE OTHER THAN THE PERSON TO WHOM THIS TRANSMISSION IS DIRECTED. ANY DISCLOSURE, DISTRIBUTION, COPYING OR USE OF THIS COMMUNICATION BY ANY OTHER PERSON IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US BY TELEPHONE IMMEDIATELY AND RETURN THE ORIGINAL COMMUNICATION TO US AT THE ABOVE ADDRESS VIA FIRST CLASS MAIL. THANK YOU VERY MUCH FOR YOUR COOPERATION AND UNDERSTANDING.

17 attachments














-  **Agent-Posting_Affidavit.pdf**
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4409K
-  **10_day_letters.pdf**
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-  **Rec SOT.pdf**
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14K
-  **1933 GRASS MOUNTAIN CRT.pdf**
20K
-  **1933 Grass Mountain Ct SB1079 Intent To Bid.pdf**
2283K
-  **Re: 1933 Grass Mountain Ct SB1079 Intent To Bid.eml**
3134K
-  **9462-6555_NOI_CARL_DEXTER_04.04.2025.pdf**
2283K
-  **RE: 1933 Grass Mountain Ct SB1079 Intent To Bid.eml**
96K
-  **Wilkerson Auction.com_ Real Estate Auctions for Foreclosures and Bank Owned Properties.pdf**
110K
-  **6927508.pdf**
429K
-  **RE: [EXT] Bidding Instructions: File: 9462-6555; Case: NT-2147041247-FC; Step Bid Reviewed (End) 03/31/2025.eml**
119K

Exhibit F



Andrew Christensen <andrew@californiahomelawyer.com>

Fwd: 252-20242335 Wilkerson Bankruptcy Case No. 25-40564 CN

Vincent Wood <vince@shepwoodlaw.com>

Thu, May 8, 2025 at 1:38 PM

To: andrew@californiahomelawyer.com



----- Forwarded message -----

From: **Michelle A. Mierzwa** <mmierzwa@wrightlegal.net>

Date: Thu, May 8, 2025 at 12:59 PM

Subject: 252-20242335 Wilkerson Bankruptcy Case No. 25-40564 CN

To: Vincent Wood <vince@shepwoodlaw.com>

Cc: Savelt <Savelt@wrightlegal.net>

Hi Vince,

The trustee also provided copies of the Trustee Sale Guarantee and the datedowns, which I can forward as well. These are also fairly large attachments. I can send them now or with the Bates Stamped final version after May 16th. Let me know which you prefer.

If the post-auction bidder submits a bid, we will provide copies of those communications and any bid checks at that time. I also asked the trustee if they have the ability to search their historical records for the name of the high bidder once it is determined, so there may be additional documents to produce regarding request numbers 15-17. If there are particular documents you were expecting to see that you want me to ask for, please let me know and I will inquire. With the short timeframe, we were rushing to get a production together for you.

Michelle A. Mierzwa, Esq.

Partner, Compliance Division



4665 MacArthur Court, Suite 200

Newport Beach CA 92660

(949) 438-1265 Direct

(949) 608-9142 Fax

(949) 477-5050 Main Ext. 1042

**Wright, Finlay & Zak: Your Western Regional
Counsel for California, Nevada, Arizona,
Washington, Oregon, Utah, New Mexico,
Montana, Hawaii, Idaho, South Dakota and
Colorado**

Exhibit G1

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours, by Project Category

Date	Who	Matter	Project	Description	Time	Rate	Total
5/15/2025	AJC	Wilkerson	Stay Violation	draft motion for violation of the stay against Shellpoint	6.5	\$650	\$4,225
5/19/2025	AJC	Wilkerson	Stay Violation	draft motion for violation of the stay against Shellpoint, compare new amended versions of statutes with 2023 versions to address arguments of creditors counsel	5.3	\$650	\$3,445
5/19/2025	AJC	Wilkerson	Stay Violation	Review docuemnts produced pursuant to Rule 2004 Examination by foreclosure trustee	0.8	\$650	\$520
5/20/2025	AJC	Wilkerson	Stay Violation	Call with client re facts	0.7	\$650	\$455
5/20/2025	AJC	Wilkerson	Stay Violation	draft motion for violation of the automatic stay	2.8	\$650	\$1,820
5/20/2025	KS	Wilkerson	Stay Violation	draft and edit motion for violation of the stay	0.7	\$100	\$70
5/21/2025	AJC	Wilkerson	Stay Violation	finalize drafting declarations in support of motion for stay violation	2.3	\$650	\$1,495
5/21/2025	AJC	Wilkerson	Stay Violation	phone calls with client re facts and declarations	0.3	\$650	\$195
5/28/2025	AJC	Wilkerson	Stay Violation	call from creditor counsel Michelle Mierzwa re motion for violation of the stay	0.2	\$650	\$130
5/28/2025	AJC	Wilkerson	Stay Violation	call with client with update from call with Michelle Mierzwa re motion for violation of the stay	0.4	\$650	\$260
5/28/2025	AJC	Wilkerson	Stay Violation	call with co counsel Vincent Wood regarding call from creditor counsel Michelle Mierzwa re motion for violation of the stay, and steps forward	0.5	\$650	\$325
5/30/2025	AJC	Wilkerson	Discovery	draft discovery requests, RFP, RFA, ROGS	0.3	\$650	\$195
5/30/2025	AJC	Wilkerson	Settlement	read email from creditors counsel Mierzwa re sale cancellation and draft settlement offer in response	0.9	\$650	\$585
5/30/2025	AJC	Wilkerson	Settlement	call with client about email from creditors counsel Mierzwa re sale cancellation and settlement offer in response	0.2	\$650	\$130
5/30/2025	KS	Wilkerson	Stay Violation	draft amended notice of hearing	0.3	\$100	\$30
6/2/2025	AJC	Wilkerson	Settlement	call from Good Neighbor counsel Brandon Trout about facts and request for dismissal. draft and send follow email to him	0.4	\$650	\$260
6/3/2025	AJC	Wilkerson	Discovery	draft discovery requests to Shellpoint, Good Neighbor, and NBS, including RFA, ROGS, RFP	3.8	\$650	\$2,470
6/3/2025	KS	Wilkerson	Discovery	draft discovery requests to Shellpoint, Good Neighbor, and NBS, including RFA, ROGS, RFP	1.6	\$100	\$160
6/12/2025	AJC	Wilkerson	Stay Violation	call with co counsel Vincent Wood	0.7	\$650	\$455
6/12/2025	AJC	Wilkerson	Stay Violation	Draft portion of reply brief on issues raised in call with co counsel Vincent Wood	0.6	\$650	\$390
6/27/2025	AJC	Wilkerson	Stay Violation	read Good neighbor opposition brief and emails about discovery, and respond to email	0.7	\$650	\$455
7/4/2025	AJC	Wilkerson	Stay Violation	Read opposition of NBS to motion for damages for stay violation, Read discovery responses of NBS and Good Neighbor, draft Reply brief. Actual time, 10.6 hours, voluntary reduction to 7 hours	7	\$650	\$4,550
7/16/2025	AJC	Wilkerson	Sanctions	read Shellpoint opposition and draft supplemental reply brief, review Shellpoint evidence produced in discovery and select exhibits for reply	3.8	\$650	\$2,470
8/1/2025	AJC	Wilkerson	Stay Violation	appear at hearing for our motion for stay violation	1.2	\$650	\$780
8/12/2025	AJC	Wilkerson	Stay Violation	call with client re hearing, and keeping case alive, and call with Vincent Wood re same. Emails to client re loan payments	1.1	\$650	\$715
8/12/2025	AJC	Wilkerson	Stay Violation	call with client re hearing, and keeping case alive, and call with Vincent Wood re same. Emails to client re loan payments	1.1	\$650	\$715
9/8/2025	KS	Wilkerson	Stay Violation	Create a status conference statement template	0.25	\$100	\$25
9/9/2025	AJC	Wilkerson	Stay Violation	draft status conference statement pursuant to judge's order re factual disputes, read statements of other parties	2.4	\$650	\$1,560
9/9/2025	KS	Wilkerson	Stay Violation	Make AI transcript of hearing on 8/1/2025 on motion for damages, review transcript for Good Morning liability statements	0.5	\$100	\$50
9/12/2025	AJC	Wilkerson	Stay Violation	attend hearing on evidentiary issues pursuant to court's order setting hearing	1.9	\$650	\$1,235
9/12/2025	AJC	Wilkerson	Stay Violation	call with Shellpoint counsel Exnowski re stipulation of facts	0.5	\$650	\$325

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours, by Project Category

Date	Who	Matter	Project	Description	Time	Rate	Total
9/12/2025	AJC	Wilkerson	Stay Violation	draft email to all Respondents counsel re proposed stipulated facts pursuant to court 's order and creditors' request to do so	0.9	\$650	\$585
9/17/2025	AJC	Wilkerson	Discovery	review discovery responses of SHellpoint, NBS, GNH and email opposing counsel to follow up on my prior email to meet and confer about stipulated facts pursuant to the court's order and the creditors request for time for this. Email creditors to meet and confer about compelling proper discovery responses because their responses are mostly invalid, and if the parties have fact disputes this will be required.	2.4	\$650	\$1,560
10/1/2025	AJC	Wilkerson	Stay Violation	read Respondents pre hearing statement of proposed stipulated facts, and draft our prehearing statement in response	2.9	\$650	\$1,885
10/2/2025	AJC	Wilkerson	Depositions	Draft deposition notice topics for corporate witness deposition of GNH regarding the TDUS and the date GNH learned of the bankruptcy	1.1	\$650	\$715
10/2/2025	AJC	Wilkerson	Discovery	draft subpoena to AOUSC for PACER records, research PACER's available records and data and reports, research what entity to serve the subpoena on.	3.8	\$650	\$2,470
10/2/2025	KS	Wilkerson	Discovery	Draft notice of subpoena and subpoena for PACER records. Research agent of service. Contact process server re PACER subpoena.	1.75	\$100	\$175
10/3/2025	AJC	Wilkerson	Discovery	finalize subpoena for PACER, deposition notice to GNH and Olivia Reyes	0.2	\$650	\$130
10/3/2025	KS	Wilkerson	Discovery	Draft notices of deposition for Olivia Reyes and GNH. Prepare notices of deposition with attachments and RFPs to serve by mail. Schedule depositions of Olivia Reyes and GNH. Place order for process server of subpoena for PACER records and served one copy by certified mail. Created COS for depositions, subpoena and RFPs.	4.5	\$100	\$450
10/3/2025	AJC	Wilkerson	MSJ	draft MSJ re Shellpoint, NBS	6.8	\$650	\$4,420
10/3/2025	AJC	Wilkerson	MTC1	draft meet and confer email to NBS counsel regarding their improper and incomplete discovery responses	0.8	\$650	\$520
10/3/2025	AJC	Wilkerson	MTC2	draft meet and confer email to Shellpoint counsel regarding their improper and incomplete discovery responses	0.7	\$650	\$455
10/3/2025	AJC	Wilkerson	MTC3	draft meet and confer email to GNH counsel regarding their improper and incomplete discovery responses	0.3	\$650	\$195
10/3/2025	AJC	Wilkerson	Stay Violation	attend hearing set by court regarding possible evidentiary disputes	0.9	\$650	\$585
10/6/2025	AJC	Wilkerson	MSJ	Draft motion for MSJ as to Shellpoint, NBS, declarations in support,	3.7	\$650	\$2,405
10/7/2025	KS	Wilkerson	Discovery	Contact Lexitas and change date of depositions. Draft amended notices of depositions and serve by mail and email.	0.5	\$100	\$50
10/7/2025	AJC	Wilkerson	MSJ	draft MSJ re Shellpoint, NBS. Actual time 4.6, reduced to 1	1	\$650	\$650
10/8/2025	AJC	Wilkerson	MSJ	finalize MSJ, calls with Vincent Wood re decl.	1.9	\$650	\$1,235

Timekeeper Subtotals

AJC	76.9	\$49,985
KS	10.1	\$1,010

Project Subtotals

Depositions	1.1	\$715
Discovery	18.85	\$7,660
MSJ	16.5	\$10,725
MTC1	0.8	\$520
MTC2	0.7	\$455
MTC3	0.3	\$195

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours, by Project Category

Date	Who	Matter	Project	Description	Time	Rate	Total
				Sanctions	3.8		\$2,470
				Settlement	1.5		\$975
				Stay Violation	43.45		\$27,280
Total							\$48,980
COSTS							
				Mail, service of Motion			\$29.50
				Informal transcripts of hearings			\$13.00
				Total Costs			\$42.50

Exhibit G2

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours, by Project Category

Date	Who	Matter	Project	Description	Time	Rate	Total
10/2/2025	AJC	Wilkerson	Depositions	Draft deposition notice topics for corporate witness deposition of GNH regarding the TDUS and the date GNH learned of the bankruptcy	1.1	\$650	\$715
5/30/2025	AJC	Wilkerson	Discovery	draft discovery requests, RFP, RFA, ROGS	0.3	\$650	\$195
6/3/2025	AJC	Wilkerson	Discovery	draft discovery requests to Shellpoint, Good Neighbor, and NBS, including RFA, ROGS, RFP	3.8	\$650	\$2,470
6/3/2025	KS	Wilkerson	Discovery	draft discovery requests to Shellpoint, Good Neighbor, and NBS, including RFA, ROGS, RFP	1.6	\$100	\$160
9/17/2025	AJC	Wilkerson	Discovery	review discovery responses of Shellpoint, NBS, GNH and email opposing counsel to follow up on my prior email to meet and confer about stipulated facts pursuant to the court's order and the creditors request for time for this. Email creditors to meet and confer about compelling proper discovery responses because their responses are mostly invalid, and if the parties have fact disputes this will be required.	2.4	\$650	\$1,560
10/2/2025	AJC	Wilkerson	Discovery	draft subpoena to AOUSC for PACER records, research PACER's available records and data and reports, research what entity to serve the subpoena on.	3.8	\$650	\$2,470
10/2/2025	KS	Wilkerson	Discovery	Draft notice of subpoena and subpoena for PACER records. Research agent of service. Contact process server re PACER subpoena.	1.75	\$100	\$175
10/3/2025	AJC	Wilkerson	Discovery	finalize subpoena for PACER, deposition notice to GNH and Olivia Reyes	0.2	\$650	\$130
10/3/2025	KS	Wilkerson	Discovery	Draft notices of deposition for Olivia Reyes and GNH. Prepare notices of deposition with attachments and RFPs to serve by mail. Schedule depositions of Olivia Reyes and GNH. Place order for process server of subpoena for PACER records and served one copy by certified mail. Created COS for depositions, subpoena and RFPs.	4.5	\$100	\$450
10/7/2025	KS	Wilkerson	Discovery	Contact Lexitas and change date of depositions. Draft amended notices of depositions and serve by mail and email.	0.5	\$100	\$50
10/3/2025	AJC	Wilkerson	MSJ	draft MSJ re Shellpoint, NBS	6.8	\$650	\$4,420
10/6/2025	AJC	Wilkerson	MSJ	Draft motion for MSJ as to Shellpoint, NBS, declarations in support,	3.7	\$650	\$2,405
10/7/2025	AJC	Wilkerson	MSJ	draft MSJ re Shellpoint, NBS. Actual time 4.6, reduced to 1	1	\$650	\$650
10/8/2025	AJC	Wilkerson	MSJ	finalize MSJ, calls with Vincent Wood re decl.	1.9	\$650	\$1,235
10/3/2025	AJC	Wilkerson	MTC1	draft meet and confer email to NBS counsel regarding their improper and incomplete discovery responses	0.8	\$650	\$520
10/3/2025	AJC	Wilkerson	MTC2	draft meet and confer email to Shellpoint counsel regarding their improper and incomplete discovery responses	0.7	\$650	\$455
10/3/2025	AJC	Wilkerson	MTC3	draft meet and confer email to GNH counsel regarding their improper and incomplete discovery responses	0.3	\$650	\$195
7/16/2025	AJC	Wilkerson	Sanctions	read Shellpoint opposition and draft supplemental reply brief, review Shellpoint evidence produced in discovery and select exhibits for reply	3.8	\$650	\$2,470
5/30/2025	AJC	Wilkerson	Settlement	read email from creditors counsel Mierzwa re sale cancellation and draft settlement offer in response	0.9	\$650	\$585
5/30/2025	AJC	Wilkerson	Settlement	call with client about email from creditors counsel Mierzwa re sale cancellation and settlement offer in response	0.2	\$650	\$130
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5/19/2025	AJC	Wilkerson	Stay Violation	Review documents produced pursuant to Rule 2004 Examination by foreclosure trustee	0.8	\$650	\$520
5/20/2025	AJC	Wilkerson	Stay Violation	Call with client re facts	0.7	\$650	\$455
5/20/2025	AJC	Wilkerson	Stay Violation	draft motion for violation of the automatic stay	2.8	\$650	\$1,820
5/20/2025	KS	Wilkerson	Stay Violation	draft and edit motion for violation of the stay	0.7	\$100	\$70

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours, by Project Category

Date	Who	Matter	Project	Description	Time	Rate	Total
5/21/2025	AJC	Wilkerson	Stay Violation	finalize drafting declarations in support of motion for stay violation	2.3	\$650	\$1,495
5/21/2025	AJC	Wilkerson	Stay Violation	phone calls with client re facts and declarations	0.3	\$650	\$195
5/28/2025	AJC	Wilkerson	Stay Violation	call from creditor counsel Michelle Mierzwa re motion for violation of the stay	0.2	\$650	\$130
5/28/2025	AJC	Wilkerson	Stay Violation	call with client with update from call with Michelle Mierzwa re motion for violation of the stay	0.4	\$650	\$260
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5/30/2025	KS	Wilkerson	Stay Violation	draft amended notice of hearing	0.3	\$100	\$30
6/12/2025	AJC	Wilkerson	Stay Violation	call with co counsel Vincent Wood	0.7	\$650	\$455
6/12/2025	AJC	Wilkerson	Stay Violation	Draft portion of reply brief on issues raised in call with co counsel Vincent Wood	0.6	\$650	\$390
6/27/2025	AJC	Wilkerson	Stay Violation	read Good neighbor opposition brief and emails about discovery, and respond to email	0.7	\$650	\$455
7/4/2025	AJC	Wilkerson	Stay Violation	Read opposition of NBS to motion for damages for stay violation, Read discovery responses of NBS and Good Neighbor, draft Reply brief. Actual time, 10.6 hours, voluntary reduction to 7 hours	7	\$650	\$4,550
8/1/2025	AJC	Wilkerson	Stay Violation	appear at hearing for our motion for stay violation	1.2	\$650	\$780
8/12/2025	AJC	Wilkerson	Stay Violation	call with client re hearing, and keeping case alive, and call with Vincent Wood re same. Emails to client re loan payments	1.1	\$650	\$715
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9/8/2025	KS	Wilkerson	Stay Violation	Create a status conference statement template	0.25	\$100	\$25
9/9/2025	AJC	Wilkerson	Stay Violation	draft status conference statement pursuant to judge's order re factual disputes, read statements of other parties	2.4	\$650	\$1,560
9/9/2025	KS	Wilkerson	Stay Violation	Make AI transcript of hearing on 8/1/2025 on motion for damages, review transcript for Good Morning liability statements	0.5	\$100	\$50
9/12/2025	AJC	Wilkerson	Stay Violation	attend hearing on evidentiary issues pursuant to court's order setting hearing	1.9	\$650	\$1,235
9/12/2025	AJC	Wilkerson	Stay Violation	call with Shellpoint counsel Exnowski re stipulation of facts	0.5	\$650	\$325
9/12/2025	AJC	Wilkerson	Stay Violation	draft email to all Respondents counsel re proposed stipulated facts pursuant to court 's order and creditors' request to do so	0.9	\$650	\$585
10/1/2025	AJC	Wilkerson	Stay Violation	read Respondents pre hearing statement of proposed stipulated facts, and draft our prehearing statement in response	2.9	\$650	\$1,885
10/3/2025	AJC	Wilkerson	Stay Violation	attend hearing set by court regarding possible evidentiary disputes	0.9	\$650	\$585

Timekeeper Subtotals

AJC	76.9	\$49,985
KS	10.1	\$1,010

Project Subtotals

Depositions	1.1	\$715
Discovery	18.85	\$7,660
MSJ	16.5	\$10,725
MTC1	0.8	\$520
MTC2	0.7	\$455
MTC3	0.3	\$195
Sanctions	3.8	\$2,470

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours, by Project Category

Date	Who	Matter	Project	Description	Time	Rate	Total
				Settlement	1.5		\$975
				Stay Violation	43.45		\$27,280

Total	\$48,980
--------------	-----------------

COSTS

Mail, service of Motion	\$29.50
Informal transcripts of hearings	\$13.00

Total Costs	\$42.50
-------------	---------

Exhibit H

by telephone immediately at (949) 477-5052 and arrangements will be made for the return of this material. Thank You.



WRIGHT FINLAY & ZAK LLP
ATTORNEYS AT LAW



NAMWOLF
LAW FIRM MEMBER

From: Olivia Reyes <oreyes@wedgewoodhomes.com>
Sent: Wednesday, May 21, 2025 10:44:09 AM
To: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>
Cc: Savelt <Savelt@wrightlegal.net>
Subject: RE: 252-20242335 1933 Grass Mountain Court, Antioch, CA Bankruptcy Case No. 25-40564 CN

Hi Michelle,

Our in-house legal team reviewed the BK and agrees this could be headache.... No one has time for an additional headache these days. 😊 Will funds be returned via wire or check?

Good Neighbor Homes, LLC is requesting interest due to our funds being held in the amount of \$4,888.35 (51 days x \$95.85 per day). Can you please demand from the servicer?

Thank you

OLIVIA REYES

T. 310.640.3070 x 2110 | F. 424-218-0880



OREYES@WEDGEWOODHOMES.COM

WWW.WEDGEWOODHOMES.COM

From: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>
Sent: Tuesday, May 20, 2025 5:52 PM
To: Olivia Reyes <oreyes@wedgewoodhomes.com>
Cc: Savelt <Savelt@wrightlegal.net>
Subject: 252-20242335 1933 Grass Mountain Court, Antioch, CA Bankruptcy Case No. 25-40564 CN

[External Sender]

Ms. Reyes,

As we discussed, the foreclosure sale of the above-mentioned property was conducted at 9:14 am PT on April 1, 2025, prior to the filing of the above-mentioned bankruptcy case at 9:36 am PT on April 1, 2025. You indicated that you became aware of the bankruptcy filing at some point. As a result of the delivery of a notice of intent to bid affidavit pursuant to Civil Code section 2924m(c)(2), the 45-day period for post-sale bids was triggered, so the identity of the high bidder was not known until recently. Since no other post-sale bidders submitted a bid, Good Neighbor Homes, LLC as the high bidder at the live sale auction was deemed the last and highest bidder pursuant to Civil Code section 2924m(c)(4). It is our understanding that the Trustee's Deed Upon Sale will need to be

recorded within 60 days of the live sale auction in order to benefit from the statutory "relation back" to 8:00 a.m. on the day of the live sale.

There is a concern that the borrower (Wilkerson) under the foreclosed loan intends to challenge the validity of the sale, as our client, NBS Default, was already served with, and provided preliminary responses to, a subpoena seeking information about the identity of the high bidder, post auction eligible bidders and the timing of the live auction. As a result, it may be prudent for Good Neighbor Homes, LLC to file an ex parte motion for annulment/relief from stay regarding the recording of the Trustee's Deed, in addition to ensuring that the Trustee's Deed Upon Sale is recorded inside the statutory period. Otherwise, there may be ongoing challenges to the validity of the sale. If Good Neighbor Homes prefers not to become involved in potential litigation relating to the foreclosure, with the agreement of all parties NBS Default may be able to return the bid funds to allow the borrower's bankruptcy to play out in the ordinary course. Please let us know how Good Neighbor Homes, LLC would like to proceed.

Michelle A. Mierzwa, Esq.

Partner, Compliance Division

4665 MacArthur Court, Suite 280

Newport Beach CA 92660

(949) 438-1265 Direct

(949) 608-9142 Fax

(949) 477-5050 Main Ext. 1042

**Wright, Finlay & Zak: Your Western Regional
Counsel for California, Nevada, Arizona,
Washington, Oregon, Utah, New Mexico,
Montana, Hawaii, Idaho, and South Dakota**

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

**IF YOU ARE A CONSUMER AND WISH TO OPT OUT
OF EMAIL COMMUNICATIONS REGARDING YOUR
DEBT, PLEASE REPLY TO THIS EMAIL WITH "OPT
OUT."**

Confidentiality Note: The information contained in this email is privileged and confidential and is intended only for the use of the individual or entity named. If the reader of this email is not the intended recipient, you are hereby notified that any distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify the sender by telephone immediately at (949) 477-5052 and arrangements will be made for the return of this material. Thank You.

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this information. Please contact the sender

Exhibit I

1 **WRIGHT, FINLAY & ZAK, LLP**

2 Arnold L. Graff, Esq. (SBN 269170)

3 4665 MacArthur Court, Suite 200

4 Newport Beach, CA 92660

5 Telephone: (949) 477-5050

6 Fax: (949) 608-9142

7 Email: agraff@wrightlegal.net

8 Attorneys for Interested Party,

9 NBS DEFAULT SERVICES, LLC

10 **UNITED STATES BANKRUPTCY COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

12 In re:

13 MELISSA WILKERSON,

14 Debtor.

Bankruptcy Case No.: 25-40564-CN

Chapter: 13

15 **INTERESTED PARTY'S NBS
DEFAULT SERVICES, LLC'S
RESPONSES TO DEBTOR'S
REQUEST FOR INTERROGATORIES**

16 **SET ONE**

17 PROPOUNDING PARTY: MELISSA WILKERSON

18 RESPONDING PARTY: NBS DEFAULT SERVICES, LLC

19 SET NO.: ONE

20 Interested Party, NBS Default Services, LLC ("Responding Party" or "NBS") hereby
21 responds to the Interrogatories (Set 1) propounded by Debtor, Melissa Wilkerson, ("Debtor" or
22 "Propounding Party") as follows:

23 **GENERAL OBJECTIONS**

24 Responding Party generally objects to the Interrogatories to the extent that the demand
would require the Responding Party to disclose information which is legally protected by one or

1 more evidentiary privileges recognized under California and/or Federal law, including the
2 attorney-client privilege and the attorney work-product doctrine. Accordingly, to the extent that
3 the Interrogatories call for a disclosure of protected information, a continuing objection to each
4 and every such request is hereby imposed. Responding Party further and generally objects to the
5 Interrogatories to the extent that it seeks information which is equally available to the
6 Propounding Party.

7 Notwithstanding and without waiving the foregoing objections, responding party, in good
8 faith, has intended to supply, wherever possible, responsive information in answer to Propounding
9 Party's request and will make assumptions wherever necessary to attempt to understand the intent
10 of certain questions asked. In this regard, all responses made herein are based upon information
11 presently known to the responding party, its representatives, agents and attorneys of record after
12 reasonable investigation.

13 Responding Party is in the initial stages of its investigation and discovery concerning the
14 subject matter of this action and anticipates that, during the course of its continued investigation
15 and discovery, further pertinent information will be found. As such, Responding Party reserves
16 its right to introduce evidence and/or rely upon at trial, or any other preliminary hearings set in
17 this action and on facts and information omitted from the following responses, whether as a result
18 of mistake, error or oversight, or because such information has not yet been discovered or
19 recognized.

20 Responding Party further reserves all rights and objections asserted herein with respect to
21 the propriety, scope and related aspects of this or other discovery and reserves all rights in
22 connection therewith. In each and every response, Responding Party does not intend or will not
23 attempt to list each and every item of evidentiary material in support of its contentions, but rather,
24 as a courtesy, will provide facts and responses where appropriate.

1 The foregoing general objections are incorporated into each response set forth below.

2 **INTERROGATORIES**

3 **INTERROGATORY NO. 1:**

4 IDENTIFY the time and date that YOU first learned of this BANKRUPTCY filing and
5 state the manner in which YOU first received notice or learned of the BANKRUPTCY.

6 **RESPONSE TO INTERROGATORY NO. 1:**

7 On April 1, 2025 at 11:57 a.m. Central Time, Responding Party received a phone call from a male
8 caller. He did not disclose his relationship with the borrowers under the Loan, but he indicated
9 that the Borrowers under the Loan filed bankruptcy. He provided a Northern District Bankruptcy
10 Case Number of 25-40564, but he did not provide any copies of a filed petition or a Notice of
11 Bankruptcy Filing entered by the court. After performing due diligence to determine if and when
12 a bankruptcy petition was actually filed, NBS obtained from the bankruptcy court PACER system
13 a copy of a bankruptcy petition filed by a different debtor, Melissa Wilkerson, which was stamped
14 by the bankruptcy court as entered at 9:36 a.m. Pacific Time, after the completion of the
15 foreclosure sale at 9:14 a.m. Pacific Time on April 1, 2025

16 **INTERROGATORY NO. 2:**

17 State all facts supporting YOUR contention that YOUR actions relating to the foreclosure
18 of the SUBJECT PROPERTY did not violate the automatic stay.

19 **RESPONSE TO INTERROGATORY NO. 2:**

20 When the default under the Loan was not cured, on February 18, 2025, NBS, as foreclosure
21 trustee, recorded a Notice of Trustee's Sale that set the date for the foreclosure auction for April
22 1, 2025, in Pleasant Hill, California. Prior to the foreclosure auction a Sale Datedown was ordered
23 by NBS and prepared by a title company, which included confirmation that as of 9:03 a.m. on
24 April 1, 2025, bankruptcy PACER records indicated that no bankruptcy petition had been filed

1 by the Borrowers or Melissa Wilkerson. Thereafter on April 1, 2025, the NBS conducted and
2 completed a foreclosure sale through a local auction company at 9:14 a.m. Pacific Time where
3 the Property sold to a third-party, Good Neighbor Homes, LLC. Good Neighbor Homes, LLC
4 delivered its bid funds to the local auction company via wire, and the bid funds were accepted as
5 the high bid at the foreclosure sale effective 9:14 a.m. Pacific Time on April 1, 2025. NBS
6 received sale result information and a copy of the Trustee Certificate of Sale/Receipt confirming
7 that the foreclosure auction was cried and completed as of 9:14 a.m. Pacific Time on April 1,
8 2025 with Good Neighbor Homes, LLC as the high bidder.

9 Later the same morning as the foreclosure sale, Debtor filed a Voluntary Petition under
10 Chapter 13 of the bankruptcy code. At 11:57 a.m. Central Time on April 1, 2025, NBS received
11 a phone call from a male caller indicating that a Chapter 13 bankruptcy petition was filed as Case
12 No. 25-40564 in the Northern District of California. NBS retrieved a copy of the petition available
13 on the court's PACER Docket, which bears a time stamp of 9:36:41 a.m., after completion of the
14 foreclosure sale to Good Neighbor Homes, LLC. On April 11, 2025, NBS received an email
15 attaching a letter from Shepard & Wood, LLP, identifying E. Vincent Wood as the attorney for
16 the Debtor and providing written notice that the Debtor's Bankruptcy was filed at 9:19 a.m. The
17 letter enclosed a copy of a Notice of Bankruptcy Case filing stating "A bankruptcy case
18 concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy
19 Code, entered on 04/01/2025 at 09:36 AM and filed on 04/01/2025" and the Notice indicated a
20 filing time of 9:19 a.m. on April 1, 2025, after completion of the foreclosure sale to Good
21 Neighbor Homes, LLC. On April 14, 2025, NBS responded to the April 11, 2025 letter to confirm
22 to Debtor's counsel that the foreclosure sale was completed at 9:14 am on April 1, 2025, and there
23 was no violation of the stay.

1 Since the Property contained a single-family residence, NBS was required to wait for 15
2 days after the completion of the foreclosure sale before issuing the Trustee's Deed Upon Sale to
3 see if any eligible bidders would deliver a notice of intent to bid pursuant to Civil Code section
4 2924m(c)(2). On April 4, 2025, NBS received a notice of intent to bid from Carl Dexter pursuant
5 to Civil Code section m(c)(2), who provided an Affidavit pursuant to Civil Code section 2924m
6 under penalty of perjury indicating that he qualified as an eligible bidder in the category of
7 prospective owner occupant under Civil Code section 2924m(a)(1). The notice under Civil Code
8 sections 2924m(c)(2) [Notice of Intent] and 2924m(a)(1) [Prospective Owner Occupant
9 Affidavit] triggered the 45-day waiting period for post-auction bids to be submitted to the trustee
10 pursuant to Civil Code section 2924m(c)(4) so that NBS as trustee could confirm the identity of
11 the high bidder to include in the Trustee's Deed Upon Sale. As of July 18, 2024, clarifying
12 language in Civil Code section 2924h(c) was enacted to confirm that if an eligible bidder submits
13 a written notice of intent to bid pursuant to Civil Code section 2924m(c)(2), the trustee's deed
14 shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded
15 within 60 calendar days after the sale or the next business day if the county recorder is closed on
16 the 45th day. As a result, when the 45-day period is triggered by submission of a notice of intent
17 under Civil Code section 2924m(c)(2), no action is taken by the trustee until the end of the 45-
18 day period, which maintains the status quo to allow the required statutory overbid period to play
19 out.

20 On April 25, 2025, NBS received a subpoena from Vincent Wood, the attorney for Debtor and
21 on May 2, 2025 NBS retained Wright, Finlay & Zak. LLP ("WFZ") as its counsel to assist with
22 response to the subpoena. On May 5, 2025, WFZ Partner Michelle Mierzwa spoke with Mr. Wood
23 regarding the timing of the foreclosure sale prior to the Debtor's bankruptcy filing and the receipt
24 of a notice of intent to bid from a prospective owner occupant under Civil Code section

1 2924m(c)(2), delaying the identity of the high bidder for the completed sale until May 16, 2025.
2 On May 7, 2025, NBS responded to a Subpoena served by Debtor's counsel, providing copies of
3 documents evidencing compliance with applicable statutes and confirmation that the foreclosure
4 sale was completed at 9:14 a.m. prior to the filing of the Debtor's bankruptcy petition (whether it
5 was at 9:36 a.m. or at 9:19 a.m. on April 1, 2025). The end of the 45-day period for submission
6 of post-sale overbids was May 16, 2025, and the end of the 60-day period to record the trustee's
7 deed was Saturday, May 31, 2025, with the next business day being Monday, June 2, 2025. On
8 May 19, 2025, NBS confirmed no other bid funds had been received and that the high bidder at
9 auction, Good Neighbor Home, LLC, was still the high bidder. NBS did not take any action
10 regarding the completed sale during the 45-day period that would be considered a violation of
11 any bankruptcy stay because the information available to NBS between April 1, 2025 and May
12 27, 2025 indicated that the foreclosure sale was completed before the Debtor's bankruptcy was
13 filed.

14 Despite the apparent validity of the completed foreclosure sale, in light of the aggressive
15 behavior and threats of the Debtor's counsel in April and May of 2025, NBS inquired with the
16 high bidder Good Neighbor Homes, LLC, regarding whether it might agree to voluntarily cancel
17 the completed sale. On May 21, 2025 Good Neighbor Homes indicated that it would agree to
18 accept a refund of its bid funds to cancel the foreclosure sale, so NBS inquired with Shellpoint
19 about a voluntary agreement to cancel the completed sale.

20 On May 22, 2024, before any Trustee's Deed had been prepared or issued, new co-counsel for
21 Debtor, Andrew J. Christensen, filed the Motion for Damages for Violation of Automatic Stay,
22 alleging for the first time that the bankruptcy petition was filed earlier than 9:19 a.m. on April, 1,
23 2025. However, since Mr. Andersen mailed the Motion via USPS Ground Service and failed to
24 communicate with NBS or its counsel about the new allegations regarding earlier filing, NBS and

1 its counsel did not receive the Motion containing these new allegations until May 27, 2028.
2 Immediately following review of the Motion for Damages, NBS' counsel called Mr. Andersen
3 on May 28, 2025 and demanded that Debtor withdraw the Motion as no Trustee's Deed Upon
4 Sale had been prepared or issued, and NBS would confirm cancellation of the foreclosure sale as
5 soon as possible. On May 30, 2025, NewRez/Shellpoint confirmed approval of the cancellation
6 of the foreclosure, authorizing return of the bid funds to Good Neighbor Homes, LLC. Thereafter,
7 NBS' counsel sent an email to Mr. Christensen and Mr. Wood on May 30, 2025, confirming the
8 sale was being canceled and again demanding withdrawal of the Motion. On the same date, Mr.
9 Christensen sent a demand for payment of \$25,000.00 to withdraw the Motion for Damages. NBS
10 returned the bid funds to Good Neighbor Homes, LLC June 4, 2025, deeming the sale cancelled,
11 and a Trustee's Deed Upon Sale was never prepared or recorded. On June 5, 2025, NBS' counsel
12 sent a copy of the bid fund return correspondence and check to Debtor's counsel, confirming no
13 trustee's deed was or would be issued.

14 **INTERROGATORY NO. 3:**

15 State all facts supporting YOUR contention that YOUR actions relating to the foreclosure
16 of the SUBJECT PROPERTY were not willful violations of the automatic stay.

17 **RESPONSE TO INTERROGATORY NO. 3:**

18 When the default under the Loan was not cured, on February 18, 2025, NBS, as foreclosure
19 trustee, recorded a Notice of Trustee's Sale that set the date for the foreclosure auction for April
20 1, 2025, in Pleasant Hill, California. Prior to the foreclosure auction a Sale Datedown was ordered
21 by NBS and prepared by a title company, which included confirmation that as of 9:03 a.m. on
22 April 1, 2025, bankruptcy PACER records indicated that no bankruptcy petition had been filed
23 by the Borrowers or Melissa Wilkerson. Thereafter on April 1, 2025, the NBS conducted and
24 completed a foreclosure sale through a local auction company at 9:14 a.m. Pacific Time where

1 the Property sold to a third-party, Good Neighbor Homes, LLC. Good Neighbor Homes, LLC
2 delivered its bid funds to the local auction company via wire, and the bid funds were accepted as
3 the high bid at the foreclosure sale effective 9:14 a.m. Pacific Time on April 1, 2025. NBS
4 received sale result information and a copy of the Trustee Certificate of Sale/Receipt confirming
5 that the foreclosure auction was cried and completed as of 9:14 a.m. Pacific Time on April 1,
6 2025 with Good Neighbor Homes, LLC as the high bidder.

7 Later the same morning as the foreclosure sale, Debtor filed a Voluntary Petition under
8 Chapter 13 of the bankruptcy code. At 11:57 a.m. Central Time on April 1, 2025, NBS received
9 a phone call from a male caller indicating that a Chapter 13 bankruptcy petition was filed as Case
10 No. 25-40564 in the Northern District of California. NBS retrieved a copy of the petition available
11 on the court's PACER Docket, which bears a time stamp of 9:36:41 a.m., after completion of the
12 foreclosure sale to Good Neighbor Homes, LLC. On April 11, 2025, NBS received an email
13 attaching a letter from Shepard & Wood, LLP, identifying E. Vincent Wood as the attorney for
14 the Debtor and providing written notice that the Debtor's Bankruptcy was filed at 9:19 a.m. The
15 letter enclosed a copy of a Notice of Bankruptcy Case filing stating "A bankruptcy case
16 concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy
17 Code, entered on 04/01/2025 at 09:36 AM and filed on 04/01/2025" and the Notice indicated a
18 filing time of 9:19 a.m. on April 1, 2025, after completion of the foreclosure sale to Good
19 Neighbor Homes, LLC. On April 14, 2025, NBS responded to the April 11, 2025 letter to confirm
20 to Debtor's counsel that the foreclosure sale was completed at 9:14 am on April 1, 2025, and there
21 was no violation of the stay.

22 Since the Property contained a single-family residence, NBS was required to wait for 15
23 days after the completion of the foreclosure sale before issuing the Trustee's Deed Upon Sale to
24 see if any eligible bidders would deliver a notice of intent to bid pursuant to Civil Code section

1 2924m(c)(2). On April 4, 2025, NBS received a notice of intent to bid from Carl Dexter pursuant
2 to Civil Code section m(c)(2), who provided an Affidavit pursuant to Civil Code section 2924m
3 under penalty of perjury indicating that he qualified as an eligible bidder in the category of
4 prospective owner occupant under Civil Code section 2924m(a)(1). The notice under Civil Code
5 sections 2924m(c)(2) [Notice of Intent] and 2924m(a)(1) [Prospective Owner Occupant
6 Affidavit] triggered the 45-day waiting period for post-auction bids to be submitted to the trustee
7 pursuant to Civil Code section 2924m(c)(4) so that NBS as trustee could confirm the identity of
8 the high bidder to include in the Trustee's Deed Upon Sale. As of July 18, 2024, clarifying
9 language in Civil Code section 2924h(c) was enacted to confirm that if an eligible bidder submits
10 a written notice of intent to bid pursuant to Civil Code section 2924m(c)(2), the trustee's deed
11 shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded
12 within 60 calendar days after the sale or the next business day if the county recorder is closed on
13 the 45th day. As a result, when the 45-day period is triggered by submission of a notice of intent
14 under Civil Code section 2924m(c)(2), no action is taken by the trustee until the end of the 45-
15 day period, which maintains the status quo to allow the required statutory overbid period to play
16 out.

17 On April 25, 2025, NBS received a subpoena from Vincent Wood, the attorney for Debtor and
18 on May 2, 2025 NBS retained Wright, Finlay & Zak. LLP ("WFZ") as its counsel to assist with
19 response to the subpoena. On May 5, 2025, WFZ Partner Michelle Mierzwa spoke with Mr. Wood
20 regarding the timing of the foreclosure sale prior to the Debtor's bankruptcy filing and the receipt
21 of a notice of intent to bid from a prospective owner occupant under Civil Code section
22 2924m(c)(2), delaying the identity of the high bidder for the completed sale until May 16, 2025.
23 On May 7, 2025, NBS responded to a Subpoena served by Debtor's counsel, providing copies of
24 documents evidencing compliance with applicable statutes and confirmation that the foreclosure

1 sale was completed at 9:14 a.m. prior to the filing of the Debtor's bankruptcy petition (whether it
2 was at 9:36 a.m. or at 9:19 a.m. on April 1, 2025). The end of the 45-day period for submission
3 of post-sale overbids was May 16, 2025, and the end of the 60-day period to record the trustee's
4 deed was Saturday, May 31, 2025, with the next business day being Monday, June 2, 2025. On
5 May 19, 2025, NBS confirmed no other bid funds had been received and that the high bidder at
6 auction, Good Neighbor Home, LLC, was still the high bidder. NBS did not take any action
7 regarding the completed sale during the 45-day period that would be considered a violation of
8 any bankruptcy stay because the information available to NBS between April 1, 2025 and May
9 27, 2025 indicated that the foreclosure sale was completed before the Debtor's bankruptcy was
10 filed.

11 Despite the apparent validity of the completed foreclosure sale, in light of the aggressive
12 behavior and threats of the Debtor's counsel in April and May of 2025, NBS inquired with the
13 high bidder Good Neighbor Homes, LLC, regarding whether it might agree to voluntarily cancel
14 the completed sale. On May 21, 2025 Good Neighbor Homes indicated that it would agree to
15 accept a refund of its bid funds to cancel the foreclosure sale, so NBS inquired with Shellpoint
16 about a voluntary agreement to cancel the completed sale.

17 On May 22, 2024, before any Trustee's Deed had been prepared or issued, new co-counsel for
18 Debtor, Andrew J. Christensen, filed the Motion for Damages for Violation of Automatic Stay,
19 alleging for the first time that the bankruptcy petition was filed earlier than 9:19 a.m. on April, 1,
20 2025. However, since Mr. Andersen mailed the Motion via USPS Ground Service and failed to
21 communicate with NBS or its counsel at any point previously about the new allegations regarding
22 earlier filing, NBS and its counsel did not receive the Motion containing these new allegations
23 until May 27, 2028. Immediately following review of the Motion for Damages, NBS' counsel
24 called Mr. Andersen on May 28, 2025 advising that NBS would confirm cancellation of the

1 foreclosure sale as soon as possible based on the new allegations, and demanded that Debtor
2 withdraw the Motion as no Trustee's Deed Upon Sale had been prepared or issued,. On May 30,
3 2025, NewRez/Shellpoint confirmed approval of the cancellation of the foreclosure, authorizing
4 return of the bid funds to Good Neighbor Homes, LLC. Thereafter, NBS' counsel sent an email
5 to Mr. Christensen and Mr. Wood on May 30, 2025, confirming the sale was being canceled and
6 again demanding withdrawal of the Motion. On the same date, Mr. Christensen sent a demand for
7 payment of \$25,000.00 to withdraw the Motion for Damages. NBS returned the bid funds to Good
8 Neighbor Homes, LLC June 4, 2025, deeming the sale cancelled, and a Trustee's Deed Upon Sale
9 was never prepared or recorded. On June 5, 2025, NBS' counsel sent a copy of the bid fund return
10 correspondence and check to Debtor's counsel, confirming no trustee's deed was or would be
11 issued.

12 **INTERROGATORY NO. 4:**

13 If YOU have policies and procedures for handling foreclosures in California related to
14 bankruptcy filings and California Civil Codes §2924m and/or §2924h , identify all
15 DOCUMENTS that evidence such policies and procedures.

16 **RESPONSE TO INTERROGATORY NO. 4:**

17 Policies and procedures of NBS regarding the processing of California non-judicial foreclosures
18 are contained in the "California Non-Judicial Procedures" job aid, which includes sections on
19 Post-Sale – Overbid / Sale Proceeds / Trustee's Deed, Day 16 Intent to Overbid Review, Day 45
20 – Bid Review, and Bankruptcy Notifications.

21 **INTERROGATORY NO. 5:**

22 DESCRIBE ALL policies and procedures YOU have for dealing with a foreclosure when
23 a bankruptcy case is filed after the auction starts but before the conclusion of the auction on the
24 15th or 45th day under §2924m.

1 **RESPONSE TO INTERROGATORY NO. 5:**

2 Responding Party objects to the Interrogatory to the extent that it requires Responding Party to
3 admit or accept as true a proposed legal conclusion that the foreclosure sale is not complete until
4 the 15th or 45th day under §2924m, and Responding Party is not a law firm or attorney. Subject
5 to and without waiving the foregoing objection, Responding Party responds that policies and
6 procedures of NBS regarding the processing of California non-judicial foreclosures are contained
7 in the "California Non-Judicial Procedures" job aid, which includes sections on Post-Sale –
8 Overbid / Sale Proceeds / Trustee's Deed, Day 16 Intent to Overbid Review, Day 45 – Bid
9 Review, and Bankruptcy Notifications.

10 **INTERROGATORY NO. 6:**

11 IDENTIFY the person(s) responsible for creating the policies and procedures for handling
12 foreclosures in California related to bankruptcy filings and California Civil Codes §2924m and/or
13 §2924h.

14 **RESPONSE TO INTERROGATORY NO. 6:**

15 Objection, compound. Without waiving this objection, Responding Party responds that NBS
16 management creates policies and procedures for handling non-judicial foreclosures in California,
17 including policies and procedures regarding bankruptcy filings and California Civil Codes
18 §2924m and/or §2924h.

19 **INTERROGATORY NO. 7:**

20 EXPLAIN all actions taken by NBS to deem the sale final and/or accept the bid of Good
21 Neighbor Homes, LLC in relation to the foreclosure of the SUBJECT PROPERTY.

22 **RESPONSE TO INTERROGATORY NO. 7:**

23 Responding Party objects to the Interrogatory to the extent that it requires Responding Party to
24 admit or accept as true a proposed legal or factual conclusion that the foreclosure sale was deemed

1 final to Good Neighbor Homes, LLC by the issuance and recording of a trustee's deed, since no
2 trustee's deed was ever prepared or recorded regarding this foreclosure. Subject to and without
3 waiving the foregoing objection, Responding Party responds as follows. Prior to the foreclosure
4 auction a Sale Datedown was ordered by NBS and prepared by a title company, which included
5 confirmation that as of 9:03 a.m. on April 1, 2025, bankruptcy PACER records indicated that no
6 bankruptcy petition had been filed by the Borrowers or Melissa Wilkerson. Thereafter on April
7 1, 2025, the NBS conducted and completed a foreclosure sale through a local auction company at
8 9:14 a.m. Pacific Time where the Property sold to a third-party, Good Neighbor Homes, LLC.
9 Good Neighbor Homes, LLC delivered its bid funds to the local auction company via wire, and
10 the bid funds were accepted as the high bid at the foreclosure sale effective 9:14 a.m. Pacific Time
11 on April 1, 2025. The completion of the sale auction and the acceptance of the bid funds by the
12 local auction company completed the foreclosure sale. NBS received sale result information and
13 a copy of the Trustee Certificate of Sale/Receipt confirming that the foreclosure auction was cried
14 and completed as of 9:14 a.m. Pacific Time on April 1, 2025 with Good Neighbor Homes, LLC
15 as the high bidder.

16 At 11:57 a.m. Central Time on April 1, 2025, when NBS received a phone call from a
17 male caller indicating that a Chapter 13 bankruptcy petition was filed as Case No. 25-40564 in
18 the Northern District of California, NBS retrieved a copy of the petition available on the court's
19 PACER Docket, which bears a time stamp of 9:36:41 a.m. NBS confirmed that this time stamp
20 occurred after the completion of the foreclosure auction as of 9:14 .am. Pacific Time. NBS
21 reviewed the timing of the completed foreclosure sale to Good Neighbor Homes, LLC with its
22 counsel to confirm that the later bankruptcy filing did not impact the validity of the foreclosure
23 sale, and because the property contained a single family residence, waited for the 15-day period
24 after the foreclosure sale to expire to allow for the post auction bid process to occur, pursuant to

1 Civil Code sections 2924m and 2924h. On April 4, 2025, NBS received a notice of intent to bid
2 from Carl Dexter pursuant to Civil Code section m(c)(2), who provided an Affidavit pursuant to
3 Civil Code section 2924m under penalty of perjury indicating that he qualified as an eligible
4 bidder in the category of prospective owner occupant under Civil Code section 2924m(a)(1). The
5 notice under Civil Code sections 2924m(c)(2) [Notice of Intent] and 2924m(a)(1) [Prospective
6 Owner Occupant Affidavit] triggered the 45-day waiting period for post-auction bids to be
7 submitted to the trustee pursuant to Civil Code section 2924m(c)(4) so that NBS as trustee could
8 confirm the identity of the high bidder to include in the Trustee's Deed Upon Sale. As of July 18,
9 2024, clarifying language in Civil Code section 2924h(c) was enacted to confirm that if an eligible
10 bidder submits a written notice of intent to bid pursuant to Civil Code section 2924m(c)(2), the
11 trustee's deed shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed
12 is recorded within 60 calendar days after the sale or the next business day if the county recorder
13 is closed on the 45th day. As a result, when the 45-day period was triggered by submission of a
14 notice of intent under Civil Code section 2924m(c)(2), no action was taken by the NBS to issue
15 the trustee's deed until the end of the 45-day period, which maintains the status quo to allow the
16 required statutory overbid period to play out.

17 On April 11, 2025, NBS received an email attaching a letter from Shepard & Wood, LLP,
18 identifying E. Vincent Wood as the attorney for the Debtor and providing written notice that the
19 Debtor's Bankruptcy was filed at 9:19 a.m. The letter enclosed a copy of a Notice of Bankruptcy
20 Case filing stating "A bankruptcy case concerning the debtor(s) listed below was filed under
21 Chapter 13 of the United States Bankruptcy Code, entered on 04/01/2025 at 09:36 AM and filed
22 on 04/01/2025" and the Notice indicated a filing time of 9:19 a.m. on April 1, 2025, after
23 completion of the foreclosure sale to Good Neighbor Homes, LLC. On April 14, 2025, NBS
24 responded to the April 11, 2025 letter to confirm to Debtor's counsel that the foreclosure sale was

1 completed at 9:14 am on April 1, 2025, and there was no violation of the stay, even if the petition
2 was filed at 9:19 am.

3 On April 25, 2025, NBS received a subpoena from Vincent Wood, the attorney for Debtor
4 and on May 2, 2025 NBS retained Wright, Finlay & Zak. LLP ("WFZ") as its counsel to assist
5 with response to the subpoena. On May 5, 2025, WFZ Partner Michelle Mierzwa spoke with Mr.
6 Wood regarding the timing of the foreclosure sale prior to the Debtor's bankruptcy filing and the
7 receipt of a notice of intent to bid from a prospective owner occupant under Civil Code section
8 2924m(c)(2), delaying the identity of the high bidder for the completed sale until May 16, 2025.
9 On May 7, 2025, NBS responded to the Subpoena served by Debtor's counsel, providing copies
10 of documents evidencing compliance with applicable statutes and confirmation that the
11 foreclosure sale was completed at 9:14 a.m. prior to the filing of the Debtor's bankruptcy petition
12 (whether it was at 9:36 a.m. or at 9:19 a.m. on April 1, 2025). The end of the 45-day period for
13 submission of post-sale overbids was May 16, 2025, and the end of the 60-day period to record
14 the trustee's deed was Saturday, May 31, 2025, with the next business day being Monday, June
15 2, 2025. On May 19, 2025, NBS confirmed no other bid funds had been received and that the
16 high bidder at auction, Good Neighbor Home, LLC, was still the high bidder. NBS did not take
17 any action regarding the completed sale during the 45-day period that could be considered a
18 violation of any bankruptcy stay because the information available to NBS between April 1, 2025
19 and May 27, 2025 indicated that the foreclosure sale was completed before the Debtor's
20 bankruptcy was filed.

21 In light of the aggressive position of Mr. Wood in subpoenaing the trustee documents and
22 the apparent equity in the property, WFZ inquired with Good Neighbor Homes, LLC on May 20,
23 2025, about a potential cancellation of the foreclosure sale after WFZ let them know that no post-
24 sale bids had been received and the Trustee's Deed Upon Sale was eligible for issuance. On May

1 21, 2025, Good Neighbor confirmed its willingness to rescind upon payment of interest on their
2 funds, and NBS asked the foreclosing lender for approval of the voluntary rescission. On May
3 22, 2024, before any Trustee's Deed had been issued, new co-counsel for Debtor, Andrew J.
4 Christensen, filed the Motion for Damages, alleging for the first time that the bankruptcy petition
5 was filed earlier than 9:19 a.m. on April, 1, 2025. However, since Mr. Andersen mailed the
6 Motion via USPS Ground Services and failed to communicate with NBS or its counsel about the
7 new allegations, NBS and its counsel did not receive the Motion containing these new allegations
8 until May 27, 2028. Immediately following review of the Motion for Damages, NBS' counsel
9 called Mr. Andersen on May 28, 2025 to advise that NBS would confirm cancellation of the
10 foreclosure sale as soon as possible and demanded that Debtor withdraw the Motion as no
11 Trustee's Deed Upon Sale had been issued. On May 30, 2025, NewRez/Shellpoint confirmed
12 approval of the cancellation of the foreclosure, authorizing return of the bid funds. Thereafter,
13 NBS' counsel sent an email to Mr. Christensen and Mr. Wood on May 30, 2025, confirming the
14 sale was being canceled and demanding withdrawal of the Motion. On the same date, Christensen
15 sent a demand for payment of \$25,000.00 to withdraw the Motion for Damages. NBS returned
16 the bid funds to Good Neighbor on June 4, 2025, deeming the sale cancelled, and a Trustee's
17 Deed Upon Sale was never prepared or recorded. On June 5, 2025, NBS' counsel sent a copy of
18 the bid fund return correspondence and check to Debtor's counsel, confirming no trustee's deed
19 was or would be issued, but the Debtor has failed and refused to withdraw the Motion. At each
20 step in the statutory process, NBS acted in good faith and evaluated the information available
21 from the bankruptcy court, from Debtor's counsel, and from the eligible post-sale prospective
22 owner occupant to perform due diligence to determine the appropriate status of the foreclosure
23 sale, pursuant to its policies and procedures and applicable law. As soon as NBS was provided
24 new alleged facts regarding the purported earlier filing of the Debtor's bankruptcy petition

1 (despite the inability of NBS to confirm whether the allegations were actually true), NBS arranged
2 for the cancellation of the foreclosure sale, before any trustee's deed was prepared or issued to
3 the high bidder.

4 **WRIGHT, FINLAY & ZAK, LLP**

5 Dated: July 3, 2025

6 By: /s/ Arnold L. Graff, Esq.
7 Arnold L. Graff, Esq.
8 Attorneys for Responding Party,
9 NBS DEFAULT SERVICES, LLC
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Exhibit J

Daniel Marcus

From: Olivia Reyes
Sent: Monday, May 19, 2025 5:17 PM
To: Justin Bruni; Brandon Trout; Tanner Smith
Subject: FW: BK Potential Invalidation - 1933 Grass Mountain Ct, Antioch, CA
Attachments: audio.mp3

Follow Up Flag: Follow up
Flag Status: Completed

Hi,

Tanner – how much do you like this deal? Possible issue due to a BK filing.

<https://mprod.wedgewood-inc.com/propertydetails/59422>

Brandon – Sale cried at 9:14 am. BK filed at 9:36 am; 25-40564. This is the borrowers first filing. Per the attached voice message and below transcript, the borrower's attorney will most likely contest the sale. An NOI was filed but funds were not received, thus the trustee can issue the deed, and we will have to record before the 60th day. [REDACTED]

Thank you

OLIVIA REYES

T. 310.640.3070 x 2110 | F. 424-218-0880



OREYES@WEDGEWOODHOMES.COM

WWW.WEDGEWOODHOMES.COM

From: Mercy Gutierrez <Mercy@wedgewoodhomes.com>
Sent: Monday, May 19, 2025 2:02 PM
To: Olivia Reyes <oreyes@wedgewoodhomes.com>; Tanner Smith <tsmith@wedgewoodhomes.com>; Nathan Reeves <nreeves@wedgewoodhomes.com>
Cc: Luci Moise <lmoise@wedgewoodhomes.com>; Deeds <Deeds@wedgewood-inc.com>
Subject: BK Potential Invalidation - 1933 Grass Mountain

Hi Olivia,

Please see below for transcribed voicemail. No NOI received however, there was a BK filed and there is a possibility of an invalidation.

[1933 GRASS MOUNTAIN CT](#)

Regards,

MERCY GUTIERREZ

Senior Director, Acquisition and Title Operations
424.269.3450



MERCY@WEDGEWOODHOMES.COM

WWW.WEDGEWOODHOMES.COM

From: +1 619-252-0915 <+16192520915>
Sent: Monday, May 19, 2025 11:12 AM
To: Mercy Gutierrez <Mercy@wedgewoodhomes.com>
Subject: Voice Mail (2 minutes and 31 seconds)

Hi, this message is for Michelle Lee. This is Michelle calling on behalf of NBS Default Services and I'm calling regarding a foreclosure sale of property that was conducted in Contra Costa County and you were the successful bidder at the live auction. And the reason for my call is that I wanted to let you know that there was a bankruptcy that was filed shortly after the sale was cried and the borrower's attorney has subpoenaed the records of the trustee and it appears that they may be seeking to contest the results of the foreclosure. So I wanted to let you know because there were no other post sale bidders who submitted bids in the SB1079 process and so the trustee would normally issue the deed to you, but we at least wanted to let you know that there was this pending issue. So in the event that you wanted to reconsider whether you want to complete the sale in light of the potential bankruptcy invalidation issue. So anyway, if you could give me a call, I would greatly appreciate it. My name is Michelle. My phone number is 94. Well, let me yeah, 949438 1265 and let me see if I can also find a property address for you. Hang on a second, let me see here. It looks like 1933 Grass Mountain Court in Antioch, CA. So again, please give me a call. If you can't reach me at my desk, you can try my mobile number which is 619-252-0915. Thank you.

You received a voice mail from [+1 619-252-0915](tel:+16192520915).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

Exhibit L

Dane Exnowski

From: Gerald Looby <Gerald.Looby@newrez.com>
Sent: Friday, May 30, 2025 11:52 AM
To: Dayna Hansen; Michelle A. Mierzwa; Tim Nowlin; Shirin Shahidi; Mhari Holtzclaw; PostSaleEscalations; Arnold L. Graff
Cc: Kahler, Jessica; Barnes, Braden; Pryor, Chandra; Savelt
Subject: RE: APPROVED- 252-20242335 RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955

Importance: High

The rescission strategy was approved by the Investor, please proceed.

Thanks,

Jerry Looby
Manager – Property Preservation



P 832-775-7684
gerald.looby@newrez.com
Newrez LLC
17000 Katy Freeway
Houston, TX 77094



From: Dayna Hansen
Sent: Thursday, May 29, 2025 5:16 PM
To: Michelle A. Mierzwa ; Tim Nowlin ; Shirin Shahidi ; Mhari Holtzclaw ; PostSaleEscalations ; Arnold L. Graff ; Gerald Looby
Cc: Kahler, Jessica ; Barnes, Braden ; Pryor, Chandra ; SaveIt
Subject: RE: 252-20242335 RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955

Hello,

We are confirming with the investor how they want to proceed.

@Gerald Looby can you advise once you have a response?

Thank you,
Dayna Hansen
Manager- Contested Foreclosure



P 864.248.6979
dayna.hansen@newrez.com



From: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>
Sent: Wednesday, May 28, 2025 2:13 PM
To: Tim Nowlin <Tim.Nowlin@newrez.com>; Shirin Shahidi <shirin.shahidi@newrez.com>; Dayna Hansen <Dayna.Hansen@newrez.com>; Mhari Holtzclaw <Mhari.Holtzclaw@newrez.com>; PostSaleEscalations <PostSaleEscalations@newrez.com>; Arnold L. Graff <agraff@wrightlegal.net>
Cc: Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>; Pryor, Chandra <Chandra.Pryor@BonialPC.com>; SaveIt <SaveIt@wrightlegal.net>
Subject: [EXTERNAL] 252-20242335 RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955
Importance: High

External Email. Please use caution before clicking on links or opening attachments.

All,

As a follow-up to the below request, NBS Default still has the bid funds from the foreclosure sale and will be able to facilitate returning them to the third-party purchaser directly. All we need urgently at this point is for Shellpoint to confirm that NBS is authorized complete the rescission and return the funds. We will then need to negotiate with the borrower's counsel for withdrawal of the unnecessary Motion for Sanctions.

Michelle A. Mierzwa, Esq.
Partner, Compliance Division



4665 MacArthur Court, Suite 200
Newport Beach CA 92660
(949) 438-1265 Direct
(949) 608-9142 Fax
(949) 477-5050 Main Ext. 1042

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Regional Counsel for California, Nevada,
Arizona, Washington, Oregon, Utah, New
Mexico, Montana, Hawaii, Idaho, South
Dakota and Colorado**



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error, please notify the sender by telephone
immediately at (949) 477-5052 and
arrangements will be made for the return of this
material. Thank You.

From: Michelle A. Mierzwa
Sent: Wednesday, May 28, 2025 12:27 PM

To: Tim Nowlin <Tim.Nowlin@newrez.com>; Shirin Shahidi <shirin.shahidi@newrez.com>; Dayna Hansen <Dayna.Hansen@newrez.com>; Mhari Holtzclaw <Mhari.Holtzclaw@newrez.com>; PostSaleEscalations <PostSaleEscalations@newrez.com>; Arnold L. Graff <agraff@wrightlegal.net>
Cc: Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>; Pryor, Chandra <Chandra.Pryor@BonialPC.com>; SaveIt <SaveIt@wrightlegal.net>
Subject: 252-20242335 RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955
Importance: High

All,

As indicated previously, it appears that the attorney for the borrower is serious about vigorously contesting the validity of the sale. Our office just received the attached Motion filed in the bankruptcy court, asserting that the bankruptcy was actually filed at 9:06am prior to the sale completion at 9:14am, as she was waiting in line for the court to open. While it is possible to oppose this motion, due to the factual dispute regarding the time of filing, the substantial equity in the property, and the legitimate nature of the first-time BK filing, we recommend a voluntary rescission of the sale so that we can negotiate for a dismissal of the attached motion and avoid incurring substantial attorneys' fees and costs to validate the sale. Please confirm ASAP that Shellpoint will agree to rescind the sale.

Michelle A. Mierzwa, Esq.
Partner, Compliance Division



4665 MacArthur Court, Suite 200
Newport Beach CA 92660
(949) 438-1265 Direct
(949) 608-9142 Fax
(949) 477-5050 Main Ext. 1042

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Mexico, Montana, Hawaii, Idaho, South
Dakota and Colorado**



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From: Tim Nowlin <Tim.Nowlin@newrez.com>

Sent: Wednesday, May 28, 2025 11:47 AM

To: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>; Shirin Shahidi <shirin.shahidi@newrez.com>; Dayna Hansen <Dayna.Hansen@newrez.com>; Mhari Holtzclaw <Mhari.Holtzclaw@newrez.com>; PostSaleEscalations <PostSaleEscalations@newrez.com>

Cc: Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>; Pryor, Chandra <Chandra.Pryor@BonialPC.com>

Subject: RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955

@PostSaleEscalations Can someone please review and confirm if the below is feasible?

The borrower filed bankruptcy shortly after the Trustee's Sale was conducted, and counsel for the borrower served a Subpoena for Production of Documents on NBS Default and asserted his intention to challenge the validity of the sale. Since a Notice of Intent to Bid was received from an eligible post-sale bidder under Civil Code section 2924m, the sale could not be finalized until after the 45-day period expired. No post-sale bids have been received, and the Trustee's Deed could be issued to the original third-party bidder now. However, there remains the threat of expensive and time-consuming litigation by the borrower, and the third-party purchaser is willing to walk away from the sale in exchange for a return of bid funds to avoid the potential litigation regarding the validity of the sale in light of the close-filed BK.

Thank you,

Tim Nowlin

Contested Foreclosure Supervisor



P (602) 661-4847

Tim.Nowlin@NewRez.com

shellpointmtg.com

From: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>
Sent: Wednesday, May 28, 2025 2:42 AM
To: Shirin Shahidi <shirin.shahidi@newrez.com>; Dayna Hansen <Dayna.Hansen@newrez.com>; Tim Nowlin <Tim.Nowlin@newrez.com>; Mhari Holtzclaw <Mhari.Holtzclaw@newrez.com>
Cc: Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>; Pryor, Chandra <Chandra.Pryor@BonialPC.com>
Subject: [EXTERNAL] Re: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955
Importance: High

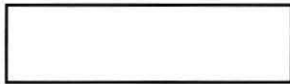
External Email. Please use caution before clicking on links or opening attachments.

All,

Please confirm ASAP if you will agree to rescind the sale and return the foreclosure bid funds.

Michelle A. Mierzwa, Esq.
Partner, Compliance Division

4665 MacArthur Court, Suite 200
Newport Beach CA 92660
(949) 438-1265 Direct
(949) 608-9142 Fax
(949) 477-5050 Main Ext. 1042
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WRIGHT FINLAY & ZAK^{LLP}
ATTORNEYS AT LAW



NAMWOLF[®]
LAW FIRM MEMBER

From: Shirin Shahidi <shirin.shahidi@newrez.com>

Sent: Friday, May 23, 2025 7:28:13 AM

To: Dayna Hansen <Dayna.Hansen@newrez.com>; Tim Nowlin <Tim.Nowlin@newrez.com>; Mhari Holtzclaw <Mhari.Holtzclaw@newrez.com>

Cc: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>; Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>; Pryor, Chandra <Chandra.Pryor@BonialPC.com>

Subject: RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson 1031578955

Hello,

Can you please assist with this request?

The borrower filed bankruptcy shortly after the Trustee's Sale was conducted, and counsel for the borrower served a Subpoena for Production of Documents on NBS Default and asserted his intention to challenge the validity of the sale. Since a Notice of Intent to Bid was received from an eligible post-sale bidder under Civil Code section 2924m, the sale could not be finalized until after the 45-day period expired. No post-sale bids have been received, and the Trustee's Deed could be issued to the original third-party bidder now. However, there remains the threat of expensive and time-consuming litigation by the borrower, and the third-party purchaser is willing to walk away from the sale in exchange for a return of bid funds to avoid the potential litigation regarding the validity of the sale in light of the close-filed BK.

The high bid at sale was \$499,799.40, and the Zillow value of the property is \$766,300, so there is plenty of equity for the borrower to refinance or for Shellpoint to recover the full balance of the loan in a subsequent foreclosure if the borrower doesn't pay through the BK. It seems that the borrower's counsel is pretty aggressive about the desire to invalidate the sale, so he will likely file a lawsuit or a motion in the bankruptcy court challenging the validity of the sale and naming Shellpoint, NBS and the third-party purchaser as parties. We have seen many examples of borrowers filing lawsuits challenging the validity of foreclosure sales related to the filing of bankruptcy during the SB 1079 post-auction period and/or within minutes of the live sale auction, and they have been causing substantial delay and expense. Please confirm that Shellpoint is willing to return the bid funds to the third-party purchaser and rescind the foreclosure sale. Time is of the essence so a decision can be made and the funds can be returned prior to the expiration of the 60-day relation back period on May 31, 2025. Counsel for NBS Default, Michelle Mierzwa, is copied here if you would like to schedule a call to discuss further before making a decision.

Thank you
Shirin Shahidi
Contested Foreclosure Specialist II



P: 864.248.6809 Ext 6809
Shirin.shahidi@newrez.com



From: Heather David <Heather.David@newrez.com>

Sent: Friday, May 23, 2025 7:22 AM

To: Pryor, Chandra <Chandra.Pryor@BonialPC.com>; Tim Nowlin <Tim.Nowlin@newrez.com>; Shirin Shahidi <shirin.shahidi@newrez.com>; Mhari Holtzclaw <Mhari.Holtzclaw@newrez.com>

Cc: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>; Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>

Subject: RE: Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson

Importance: High

@Shirin Shahidi & @Mhari Holtzclaw hi ladies – this file is assigned to Shirin.

Thanks!

From: Pryor, Chandra <Chandra.Pryor@BonialPC.com>

Sent: Friday, May 23, 2025 7:04 AM

To: Heather David <Heather.David@newrez.com>; Tim Nowlin <tim.nowlin@newrez.com>

Cc: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>; Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Barnes, Braden <Braden.Barnes@BonialPC.com>

Subject: [EXTERNAL] Urgent - Deadline 5/31 // BPC 9462-6555 Wilkerson

Importance: High

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Loan #1031578955

Hello Heather and Tim,

The borrower filed bankruptcy shortly after the Trustee's Sale was conducted, and counsel for the borrower served a Subpoena for Production of Documents on NBS Default and asserted his intention to challenge the validity of the sale. Since a Notice of Intent to Bid was received from an eligible post-sale bidder under Civil Code section 2924m, the sale could not be finalized until after the 45-day period expired. No post-sale bids have been received, and the Trustee's Deed could be issued to the original third-party bidder now. However, there remains the threat of expensive and time-consuming litigation by the borrower, and the third-party purchaser is willing to walk away from the sale in exchange for a return of bid funds to avoid the potential litigation regarding the validity of the sale in light of the close-filed BK.

The high bid at sale was \$499,799.40, and the Zillow value of the property is \$766,300, so there is plenty of equity for the borrower to refinance or for Shellpoint to recover the full balance of the loan in a subsequent foreclosure if the borrower doesn't pay through the BK. It seems that the borrower's counsel is pretty aggressive about the desire to invalidate the sale, so he will likely file a lawsuit or a motion in the bankruptcy court challenging the validity of the sale and naming Shellpoint, NBS and the third-party purchaser as parties. We have seen many examples of borrowers filing lawsuits challenging the validity of foreclosure sales related to the filing of bankruptcy during the SB 1079 post-auction period and/or within minutes of the live sale auction, and they have been causing substantial delay and expense. Please confirm that Shellpoint is willing to return the bid funds to the third-party purchaser and rescind the foreclosure sale. Time is of the essence so a decision can be made and the funds can be returned prior to the expiration of the 60-day relation back period on May 31, 2025. Counsel for NBS Default, Michelle Mierzwa, is copied here if you would like to schedule a call to discuss further before making a decision.

Chandra D. Pryor*

Attorney | Bonial & Associates, P.C.

14841 Dallas Parkway, Suite 350 | Dallas, TX 75254

D: 972.643.6629 | M: 469.233.6572 | F: 972.499.8777

Chandra.Pryor@BonialPC.Com

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***Should escalation be required, please contact the following individual: Abbey Dreher at Abbey.Dreher@BonialPC.Com

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Exhibit M

1031578955

Case: 25-40564 Doc# 83-1 Filed: 10/08/25 Entered: 10/08/25 16:04:01 Page 82
of 116

Comments For Loan :

1031578955

Print Date 6/16/2025 9:15:08AM

<u>Setup By</u>	<u>Date and Time</u>	<u>Counter</u>
<u>Comment</u>	<u>Additional Notes</u>	
Foreclosure Review	Task 280 opened as The firm advised that the debtor is deceased. The borrowers daughter, Melissa Wilkerson, who holds title to the property following their death filed for BK. Chapter 13 - BK Case # 25-40564 BK Docs uploaded to OnBase on 5/30/25 *There is not a previous task for deceased borrower. Opened task to ensure follow up on deceased borrower. Contacted firm to provide additional details on deceased borrower. Launched Deceased Borrower Notification rail and advised the firm to update the rail.	
alousidis Foreclosure Review	5/30/2025 7:40:49PM Task 327 for New BK filing opened. The firm advised that the debtor is deceased. The borrowers daughter, Melissa Wilkerson, who holds title to the property following their death filed for BK. Chapter 13 - BK Case # 25-40564 BK Docs uploaded to OnBase on 5/30/25	3747163753
alousidis FC Sale Rescission Initiated	5/30/2025 7:30:56PM This loan had been escalated. The firm advised that the borrower filed for BK the day of the sale. Sale time: 9:14am. BK filed 9:36am. Firm advised that it would be beneficial to rescind the sale as similar previous rulings favored the borrower and that it would be costly to pursue in court. Previous rulings favored the borrower due to "wait in line" times. The escalation was presented to the investor. The investor agreed to the rescission.	3747161864
Admin E-Blast Standard Sufficiency	5/30/2025 12:00:00AM missybluh@gmail.com	3746912171
Admin E-Blast Standard Sufficiency	5/27/2025 12:00:00AM missybluh@gmail.com	3744571684
Admin E-Blast Standard Sufficiency	5/23/2025 12:00:00AM missybluh@gmail.com	3743339558
Admin E-Blast Standard Sufficiency	5/21/2025 12:00:00AM missybluh@gmail.com	3741351410
SMS\dbsmssql02svc Escrow Payment Review	5/20/2025 9:30:00PM Loan analyzed for State Schedule. New escrow payment of \$728.89 effective on 07/01/2025. There were no changes in your taxes or insurance. A shortage of (\$845.46) was carried over from prior EA resulting in a total shortage of (\$845.44)	3740903903
Admin Followed Up on Claim On Hold	5/19/2025 12:00:00AM Placed by Detria Martin with a date of 05/19/2025.	3740057608
Admin Escrow Analysis Mailed	5/19/2025 12:00:00AM Batch ID: 1683255	3739181920
ADMIN Escrow Analysis Created	5/17/2025 12:07:58AM	3738120343

Exhibit N

Post-Sale – Overbid / Sale Proceeds / Trustee’s Deed

The post-sale process involves specific timing based on potential overbidding by 3rd parties after the foreclosure sale has concluded.

Run the report via the link below, export it to Excel, and then reference each sub-section to work files for each stage.

<http://opsreportserver.nbscorp.local/Reports/report/Foreclosure%20Reports/California/CA%20Post%20Sale>

Daily – Overbid Outcome - Not Needed – 3rd Party Purchaser will Occupy.

- 1) Filter the report as follows:
 - a. Column G – Overbid Outcome
 - i. Filter this column for “Not Needed – 3rd Party Purchaser will Occupy.”
- 2) Refer to the [Deed and Sale Funds Disbursement](#) Procedure to send funds and the Trustee’s Deed.

Daily – 15 Day Overbid Deadline Reached

- 1) Filter the report as follows:
 - a. Column G – Overbid Outcome
 - i. Filter this column for blank
 - b. Column F – Overbid Deadline
 - i. Filter this column for dates in the past
- 2) Refer to the [Day 16 Intent to Overbid Review](#) procedure to update the overbid status.

Daily – 45 Day Overbid Deadline Reached

- 1) Filter the report as follows:
 - a. Column G – Overbid Outcome
 - i. Filter this column for Qualified Bid Received
 - b. Column H – Qualified Bid Funds Deadline
 - i. Filter this column for dates in the past
- 2) Refer to the [Day 45 – Bid Review](#) Procedure to update the overbid status.

POST SALE (Intent to Overbid)

CHECK FOR PI STEPS FOR BK AND SCRA

Following a foreclosure sale, a tenant and qualifying nonprofits will have 15 days to provide notice to the trustee that one or more of them have the intent to overbid the purchase price. Once a Notice of Intent is provided, the proposed overbidder gets 45 days from the sale date to provide cash or its equivalent (certified funds, etc.) to purchase the property.

3rd Party funds must be held until the expiration of either the 15- or 45-day waiting period. Recording the TRDEED must also be delayed to the expiration of the applicable waiting period, but must be recorded by the 18th day in the first scenario.

Overbidding is not allowed if the purchaser at sale is the “Owner/Occupier.” A **Declaration** provided by the purchaser that they intend to occupy the property is sufficient. This also negates both the 15- and 45-day waiting period.

Relevant statute: SB 1079, now codified at Sections 2924h and 2924m and just recently amended by AB 175:

- increases the time to record a TDUS from 15 to 18 days after the sale date if no notice of intent to after-bid is received;
- increases the time to record a TDUS when an “eligible bidder” submits a notice of intent to bid from 45 days to 48 days;
- requires that notice(s) of intent to overbid be submitted as an affidavit or declaration under penalty of perjury and by certified mail, overnight delivery, or some other method that allows for confirmation of the delivery date;
- extends the time at which a TDUS is deemed perfected from 15 to 21 days after the TDUS is recorded, in general;
- extends the time at which a TDUS is deemed perfected from 48 days to 60 days after the TDUS is recorded when a tenant bidder or another eligible bidder has submitted a qualified over-bid;
- defines that the deadline to submit a qualified over-bid as 5:00 p.m. on the last day to submit it, either as a qualified “tenant bidder” (day 15) or as another form of qualified “eligible bidder” (day 45);
- limits the information a trustee may/must provide to potential over-bidders to: (1) the date the sale took place; (2) the amount of the highest and last bid; and (3) an address at which the trustee can receive documents sent by U.S. mail or overnight delivery (physical address).

Day 16 Intent to Overbid Review

- 1) Open the File in CaseAware and review all documents to see if a Qualified Intent to Overbid has been received. (See [Overbid Procedure](#) to determine if an Overbid is qualified).
- 2) Go to Step **100. Qualified Bid Deadline Reached or Bid Received** and click “Edit.”
 - a) Did we receive one or more qualified overbids?
 - i) No – Check **“Bid Outcome Determined”** and **“Deadline Reached with No Bid”** Enter today’s date as an End Date. Move to [Deed and Sale Funds Disbursement](#).
 - ii) Yes – Check **“Qualified Bid Received”** but do not enter an end date.

Day 45 – Bid Review

1. Review the file to determine if overbid funds were received.
 - a. Funds Received – Yes.
 - i. Edit **100. Qualified Bid Deadline Reached or Bid Received**
 1. Check Bid Outcome Determined

2. Check Qualified Bid Received
 3. End Step and Save
- ii. Did we receive more than one Upset Bid check?
 1. No, go to step c.
 2. Yes:
 - a. Complete step **Qualified Bid Funds Received**.
 - b. Add the **CA - Additional Qualified Bid Processing Fee** to the Fees Payable screen.
 - c. Return funds to original 3PP and those who sent in lower bid amounts.
 - d. Update the Sales Results in the Sale Edit Screen
 - e. Update the client with the new winning about amount.
 - f. Go to Third Party Sale Section of the procedure to distribute funds.
- b. Funds Received – No.
 - i. Edit Step **100. Qualified Bid Deadline Reached or Bid Received**
 1. Check Bid Outcome Determined.
 2. Check Deadline Reached with No Bid.
 3. Note the file under the Qualified Bid Received section: 45-day deadline reached. No funds received from overbidder.
 4. Enter an End Date for the step and save.
 - ii. Cancel Step **Qualified Bid Funds Received**
- c. Go to Third Party Sale Section of the procedure to distribute funds.

Exhibit O

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BY
MICHELLE A. MIERZWA, ESQ.
WRIGHT, FINLAY & ZAK, LLP

California's Senate Bill 1079 (the "Bill") was passed by the Legislature at the end of August and signed into law by the Governor on September 28, 2020, despite vigorous industry opposition. The stated purpose of the Bill was to address the perceived "problem" of large investors buying and converting foreclosed properties to rentals, to the detriment of maintaining owner occupancy in residential neighborhoods. The amendments are intended to cover only residential real property comprised of one to four units; so larger residential buildings, vacant land and commercial properties containing no residential living units are outside the scope of the amendments. The amended statutes regarding the foreclosure process are effective January 1, 2021 and through January 1, 2026. As discussed further below, the Bill will significantly impact the foreclosure process on covered residential real property.

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NEW BUNDLING PROHIBITION?

As described in the Legislative Counsel's Digest of the Bill: "Existing law generally requires that if the property consists of several lots or parcels, they are to be sold separately unless the deed of trust or mortgage provides otherwise." The Bill prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust requires otherwise. However, what does this really mean for lenders? In summary, given that the prior language already provided that separate parcels should generally be sold separately, this amendment does not appear to do much. The primary difference is that the only way that properties can be bundled for sale together is if the deed of trust requires that they be bundled. Most existing deeds of trust do not "require" that properties be bundled together so they cannot be sold together going forward. For new loans, few lenders are going to want to obligate themselves at bundling properties by "requiring" it in their new deeds of trust¹.

NEW POST-AUCTION BID PROCESS FOR ELIGIBLE BIDDERS

This portion of the Bill has the potential to substantially impact the non-judicial foreclosure process for lenders where the post-auction bid process is triggered. As described in the Legislative Counsel's Digest of the Bill with respect to the post-auction process: "If a prospective owner-occupant is not the last highest bidder, the bill would grant eligible tenant buyers, as defined, and other eligible

bidders, as defined, certain rights and priorities to make bids on the property after the initial trustee sale and potentially to purchase it as the last and highest bidder, subject to certain requirements and timelines.” What does this really mean for lenders and trustees?

New Civil Code section 2924m provides that a trustee’s sale is not final until certain possible outcomes are allowed. For every 1-4 residential property, if a prospective owner-occupant was the high bidder at the live auction, the sale becomes final to the prospective owner-occupant. In the absence of a prospective owner-occupant being the high bidder at the foreclosure sale auction, other eligible bidders can submit a non-binding Notice of Intent to Bid within 15 calendar days of the foreclosure auction, thereafter requiring the trustee to wait until 5:00 pm on the 45th calendar day following the auction to allow for the potential eligible bidder to remit the “bid” funds. However, if during this time period, a group of all eligible tenants bidding jointly through a representative (“tenant group”) submits a Notice of Intent to Bid and matches the last and highest bid at the foreclosure auction, the tenant group can “take” title to the property from the foreclosing lender or the initially-successful bidder by paying the equal amount of the high auction bid. If the necessary funds in the amount of the matching bid are remitted to the trustee within the 45-day period, the tenant group would be deemed the successful bidder and receive title to the property. If the tenant group does not remit the necessary funds, the highest of the other eligible bidders would be the successful bidder to receive the Trustee’s Deed. The

foreclosure trustee is responsible for collecting Notices of Intent, supporting affidavits and bid funds to determine the high bidder in the post-sale auction process, without the lender's involvement.

If a prospective owner-occupant is the high bidder at the sale or if the tenant group matches the high auction bid inside the 15-day period, there is no impact to the lender as compared with the traditional non-judicial foreclosure process. Similarly, if no prospective owner-occupant, tenant or other eligible bidder submits a Notice of Intent to Bid inside the 15-day period, the traditional high bidder process will ensue. In the foregoing scenarios, the foreclosing lender will be paid out of the sale proceeds, and the third party will take title via Trustee's Deed Upon Sale within 18 days following the auction. However, there are several potential impacts to the lender if the alternative post-sale process is triggered within the 15-day period. First, if the post-sale process is triggered by a Notice of Intent to Bid within the 15-day period:

(1) the lender's ability as the high auction bidder to obtain title to the REO property to commence rehabilitation and marketing will be automatically delayed, or (2) the lender's ability to receive the third party's foreclosure sale auction proceeds to pay off the loan may be delayed for at least an additional 45 calendar days following the sale auction, depending on the risk tolerance of the foreclosure trustee with respect to release of the sale proceeds. This extends the lender's responsibility for payments to loan investors, insurers, property tax authorities, etc. and subjects the property to potential damage, vandalism, and governmental abatement citations

during this extended period. Second, there is the potential for extended delay where the bidders at the sale auction or post-sale process fail to consummate their bids in light of the uncertainty or lack of knowledge of the new post-auction process, and the foreclosure sale must be renoticed. Third, additional care must be taken in determining the amount of the lender's opening and final bid at foreclosure to ensure that the maximum bid amount takes into account the possibility of a post-auction bidder taking title to the property by placing a bid a minimal amount over the auction bid (or by the tenant group matching the bid). Finally, there is the potential for increased litigation risk as auction bidders and post-auction eligible bidders dispute their relative rights under this rushed, new, and in many ways unclear, statutory process.

ENHANCED RESTRICTIONS ON POST-FORECLOSURE EVICTION RIGHTS

The Bill creates new Civil Code section 2924n, which provides: "Nothing in this article shall relieve a person deemed the legal owner of real property when the trustee's deed is recorded from complying with applicable law regarding the eviction or displacement of tenants, including, but not limited to, notice requirements, requirements for the provision of temporary or permanent relocation assistance, the right to return, and just cause eviction requirements." What does this mean for lenders or prospective purchasers at foreclosure sales?



While there may have been an argument that post-foreclosure evictions were not subject to the recently-enacted laws governing the eviction and displacement of tenants under 2019's Assembly Bill 1482, this new section appears to end any dispute. Tenants occupying property transferred to a new owner through the non-judicial foreclosure process appear to be entitled to these protections, unless the landlord is otherwise exempt under the provisions of AB 1482. Exemptions include single family homes and condominium units if the owner is not a REIT, corporation or LLC in which at least one member is a corporation. That being said, it remains unclear if a non-exempt new owner would be required to comply with the new eviction restrictions with respect to the borrower who continues to occupy the property. Arguably, the borrower and his or her family members would not be considered tenants under an applicable lease. In any event, counsel should be consulted before moving forward with service of any notice to vacate/quit in light of these provisions of the Bill, existing local rent control restrictions and in light of the potential impact of Assembly Bill 3088's COVID-related non-payment of rent restrictions.

What is the potential net effect of the new post-foreclosure bid process and the new eviction requirements? With the potential that an investor's money could be tied up for 45 days, it is expected that fewer investors will competitively bid at foreclosure sales. Unfortunately, this will likely chill the bidding at the foreclosure sale, reducing the amount of excess proceeds and negatively affecting the unfortunate borrowers who just lost their properties. Further, the complicated post-sale

bidding process coupled with the need to have cash on hand within 45 days of the sale is likely to scare off most interested owner occupant or tenant bidders. Add in that the unsophisticated eligible bidder will now have to comply with California's rent control statute, it's hard to envision any tenant or owner occupant willing to take advantage of the new laws.

INCREASED PENALTIES RELATED TO POST-FORECLOSURE RESIDENTIAL PROPERTY CONDITION

As described in the Legislative Counsel's Digest of the Bill: "This bill would increase the above-described civil fine to up to \$2,000 per day for the first 30 days, and up to a maximum of \$5,000 per day thereafter, subject to the discretion of the governmental entity levying the fine." What does this mean for lenders?

The Bill amends Civil Code section 2929.3 to provide with respect to residential properties²: "The maximum civil fine authorized by this section for each day that the owner fails to maintain the property, commencing on the day following the expiration of the period to remedy the violation established by the governmental entity, is as follows:

- i. Up to a maximum of two thousand dollars (\$2,000) per day for the first 30 days.
- ii. Up to a maximum of five thousand dollars (\$5,000) per day thereafter." [Emphasis

added].

The Bill provides with respect to the notice periods prior to imposition of fines:

2. If the governmental entity chooses to impose a fine pursuant to this section, it shall give the legal owner, prior to the imposition of the fine, a notice containing the following information:

- Notice of the alleged violation, including a detailed description of the conditions that gave rise to the allegation.
- Notice of the entity's intent to assess a civil fine if the legal owner does not do both of the following:
 - Within a period determined by the entity, consisting of not less than 14 business days following the date of the notice, commence action to remedy the violation and notify the entity of that action. This time period shall be extended by an additional 10 business days if requested by the legal owner in order to clarify with the entity the actions necessary to remedy the violation.
 - Complete the action described in clause (i) within a period of no less than 16 business days following the end of the period set forth in clause (i).
- The notice required under this paragraph shall be mailed to the address provided in the deed or other instrument as specified in



subdivision (a) of Section 27321.5 of the Government Code, or, if none, to the return address provided on the deed or other instrument.

3. The governmental entity shall provide a period of not less than the time set forth in clauses (i) and (ii) of subparagraph (B) of paragraph (2) to remedy the violation prior to imposing a civil fine and shall allow for a hearing and opportunity to contest any fine imposed. In determining the amount of the fine, the governmental entity shall take into consideration any timely and good faith efforts by the legal owner to remedy the violation.”

Thus, the Bill substantially increases the potential fines for a lender's failure to maintain property acquired through foreclosure by increasing the maximum daily fines for the first thirty-day period following the remedy period from \$1,000.00 to \$2,000.00 and by increasing the maximum daily fines after the thirty day period from \$1,000.00 to \$5,000.00. In sum, the Bill provides additional incentives (if any were actually necessary over the previously-existing fines of \$1,000.00 per day!) for lenders who obtain title to property post-foreclosure to ensure that the property is properly maintained during the period it is marketed for resale.

In summary, the Bill contains several new provisions that substantially impact lenders during and after the traditional non-judicial foreclosure process. For additional questions about particular loans and properties in your portfolio that may be impacted by the Bill, please reach out to Michelle Mierzwa at



mmierzwa@wrightlegal.net or Robert Finlay at
rfinlay@wrightlegal.net.

Michelle A. Mierzwa is a Partner in Wright, Finlay & Zak's Compliance Division, providing state and federal compliance and regulatory counsel in the Western States. In 22 years of practice, she has resolved litigation through jury and bench trials and appellate practice, created a legal department for one of the largest foreclosure trustees in the West, coordinated compliance audits, and managed the California branch of a national law firm.

ENDNOTES

1) In addition, the rights of junior lienholders under Civil Code sections 2899 and 3433 may impact the requirement to sell real property security parcels separately.

2) While the post-sale bid process in Civil Code section 2924m is limited to one-to four-unit residential properties, the post-foreclosure fine provisions in Civil Code section 2929.3 relate to residential property of any size, not limited to one-to four-units. Civil Code section 2929.3: "(a) (1) A legal owner shall maintain vacant residential property purchased by that owner at a foreclosure sale once that sale is deemed final or acquired by that owner through foreclosure under a mortgage or deed of trust...." While this section applies to all sizes of residential properties, it does not apply to commercial properties.





California Mortgage Association
2520 Venture Oaks Way, Suite 150
Sacramento, CA 95833



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Exhibit P



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Michelle Mierzwa

Partner, Wright Finlay & Zak,
LLP & Board Member of
United Trustees Assoc.

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Michelle Mierzwa · 2nd

Partner, Wright Finlay & Zak, LLP & Board Member of ...
6mo ·

[+ Follow](#) ...

Really enjoyed the dialogue with Judge Lastreto during our panel on his In re Hager decision at the Northern California Bankruptcy Conference in Sacramento today. Thank you to Board Membwr Paul Boudier for the invitation!



Exhibit Q



Fwd: FW: 9462-6555 - Fax - Wilkerson Response

2 messages

----- Forwarded message -----

From: **Pryor, Chandra** <Chandra.Pryor@bonialpc.com>

Date: Mon, Apr 14, 2025 at 1:52 PM

Subject: FW: 9462-6555 - Fax - Wilkerson Response

To: Nicole Zorrilla <nicole@shepwoodlaw.com>

Cc: Rogers, Leigh <Leigh.Rogers@nationalbankruptcy.com>, Kahler, Jessica <Jessica.Kahler@nationalbankruptcy.com>

Nicole,

It is my client's position that as long as the TDUS is recorded within the appropriate period (60-day period if SB 1079 is triggered), the relation back doctrine now applies to all types of eligible bidders and this sale would be deemed final as of 9:14 am and the BK was filed at 9:36 am . The sale occurred prior to the bankruptcy filing therefore no violation of the automatic stay has occurred.

Respectfully,

Chandra D. Pryor*

Attorney | Bonial & Associates, P.C.

[14841 Dallas Parkway, Suite 350 | Dallas, TX 75254](#)

D: 972.643.6629 | M: 469.233.6572 | F: 972.499.8777

Chandra.Pryor@BonialPC.Com

*licensed in California and Texas Federal Courts

Serving the states of California, Kansas, Missouri, Nebraska, Oklahoma & Texas





***Should escalation be required, please contact the following individual: Abbey Dreher at Abbey.Dreher@BonialPC.Com

This communication contains information that is intended only for the recipient named and may be privileged, confidential, subject to the attorney-client privilege, and/or exempt from disclosure under applicable law. If you are not the intended recipient or agent responsible for delivering this communication to the intended recipient, you are hereby notified that you have received this communication in error, and that any review, disclosure, dissemination, distribution, use, or copying of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please notify us immediately by telephone at 1-800-766-7751 or 1-972-643-6600 and destroy the material in its entirety, whether in electronic or hard copy format.

This firm is a debt collector and any information we obtain from you will be used for that purpose.

You may opt out of receiving further email communications to this address by replying with the word "STOP" in the subject line.

From: 8x8 Support Team <noreply@8x8.com>
Sent: Friday, April 11, 2025 3:54 PM
To: FAX 972.643.6699 <9726436699@NBSDefaultServices.com>
Subject: Your internet fax number 19726436699 has a new message from 13055038807

Dear DallasFax 9726436699

Your Internet Fax number 19726436699 has a new message.

Sender: 13055038807

Pages: 21

Faxes over 150 pages cannot be received as email attachments. If the fax is not attached, please click here: https://cloud8.8x8.com/fax?customerId=0012J00002aIFcqQAE&subscriptionId=yinnCCPoMSwWkow_SlrytQ&faxId=5839a69667f97c9519caae4f720454e5 to download the fax.

Important: Faxes are only stored online for 60 days. Be sure to download and save any faxes you want to keep.

Should you have any customer service or technical support questions, please contact us at 1-888-898-8733.

Sincerely,

Your 8x8 Support Team

2 attachments



----- Forwarded message -----

From: **Pryor, Chandra** <Chandra.Pryor@bonialpc.com>

Date: Mon, Apr 14, 2025 at 2:25 PM

Subject: RE: FW: 9462-6555 - Fax - Wilkerson Response

To: Nicole Zorrilla <nicole@shepwoodlaw.com>

CC: Rogers, Leigh <Leigh.Rogers@nationalbankruptcy.com>, Kahler, Jessica <Jessica.Kahler@nationalbankruptcy.com>, Gina Morris <gina@shepwoodlaw.com>, Vincent Wood <vince@shepwoodlaw.com>, Jim Shepherd <jim@shepwoodlaw.com>

We received an affidavit of compliance with Civ. Code 2924m which indicates that the winning bidder is a prospective owner occupant as defined by Civ Code 2924m(a)(1).

Chandra D. Pryor*

Attorney | Bonial & Associates, P.C.

14841 Dallas Parkway, Suite 350 | Dallas, TX 75254

D: 972.643.6629 | M: 469.233.6572 | F: 972.499.8777

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Serving the states of California, Kansas, Missouri, Nebraska, Oklahoma & Texas



***Should escalation be required, please contact the following individual: Abbey Dreher at Abbey.Dreher@BonialPC.Com

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This firm is a debt collector and any information we obtain from you will be used for that purpose.

You may opt out of receiving further email communications to this address by replying with the word "STOP" in the subject line.

From: Nicole Zorrilla <nicole@shepwoodlaw.com>
Sent: Monday, April 14, 2025 4:13 PM
To: Pryor, Chandra <Chandra.Pryor@BonialPC.com>
Cc: Rogers, Leigh <Leigh.Rogers@NationalBankruptcy.com>; Kahler, Jessica <Jessica.Kahler@NationalBankruptcy.com>; Gina Morris <gina@shepwoodlaw.com>; Vincent Wood <vince@shepwoodlaw.com>; Jim Shepherd <jim@shepwoodlaw.com>
Subject: Re: FW: 9462-6555 - Fax - Wilkerson Response

Chandra,

Who was the winning bidder? Were they a qualified bidder?

[Quoted text hidden]



Exhibit R

1 McCalla Raymer Leibert Pierce, LLP
2 Dane Exnowski, SBN 281996
3 301 E. Ocean Blvd, Suite 1720
4 Long Beach, California 90802
5 Telephone/Fax: 562 661-5060/562 983-7593
6 dane.exnowski@mccalla.com

7 Attorneys for SMS
8 NewRez LLC, dba Shellpoint Mortgage Servicing

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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

In Re

Melissa Marie Wilkerson,

Debtor.

Case No.: 25-40564

Chapter 13

**SMS'S RESPONSE
TO DEBTOR'S REQUEST FOR
INTERROGATORIES, SET ONE**

PROPOUNDING PARTY: DEBTOR

**RESPONDING: NEWREZ LLC, DBA SHELLPOINT MORTGAGE
SERVICING (or "SMS")**

SET NO.: ONE

TO: DEBTOR:

PLEASE TAKE NOTICE that NewRez LLC, dba Shellpoint Mortgage Servicing
("SMS") hereby responds to Debtor's Request for Interrogatories.

PRELIMINARY STATEMENTS

SMS has not completed its investigation into the subject matter raised by these Discovery
Requests. SMS's responses reflect only the current state of its knowledge. If the instant action
proceeds, and discovery is propounded by SMS, SMS anticipates that further facts may be
discovered, and, without in any way obligating itself to do so SMS reserves the right to modify

SMS'S RESPONSE TO DEBTOR'S REQUEST FOR INTERROGATORIES, SET ONE - 1

1 or supplement its responses to the Discovery Requests with such pertinent information and
2 documents as it may subsequently discover. Furthermore, the following responses and
3 documents are provided without prejudice to use at any later hearing or trial of this matter any
4 subsequently discovered information or document omitted from the response as a result of
5 mistake, error, oversight, or inadvertence. Accordingly, SMS further reserves its right to
6 subsequently produce additional facts and evidence to object on appropriate grounds to the
7 introduction of any evidence included in these Responses.
8

9 SMS has not provided responses to the Discovery Requests set forth below to the extent
10 that they seek information that is irrelevant to subject matter of this dispute and are not
11 reasonably calculated to lead to the discovery of admissible evidence. SMS objects to the
12 Discovery Requests to the extent they seek documents protected from discovery by the attorney-
13 client privilege, the work-product doctrine, or any applicable state, federal or constitutional
14 privileges. SMS further objects to the Discovery Requests to the extent they seek information,
15 the disclosure of which would violate the constitutional, statutory or common law privacy or
16 associational rights of SMS or any person or entity.
17
18

19 **GENERAL OBJECTIONS**

20 SMS objects to the Discovery Requests on the following grounds and the following
21 Responses incorporate, and are to be read in light of, these General Objections:
22

- 23 1. No response to an individual request is intended, nor shall any response be
24 construed, as a waiver by SMS of all or any part of any objection to any other
25 request.
- 26 2. The Responses herein are accurate as of the date of this document. However,
27 discovery is an ongoing matter. SMS expressly reserves the right to supplement
28

1 these Responses.

- 2 3. SMS objects to the Discovery Requests in their entirety to the extent that they
3 demand production of privileged documents, including documents protected by
4 the attorney-client privilege, documents containing attorney work product,
5 documents prepared in anticipation of litigation and any applicable
6 commonwealth, state, federal or constitutional privileges.
7
8 4. SMS objects to the Discovery Requests in their entirety to the extent that they
9 call for the production of documents which contain or disclose confidential and/or
10 proprietary information of a non-public and commercially sensitive nature
11 relating to the financial matters and status of SMS.
12
13 5. SMS objects to the Discovery Requests to the extent that they do not comply with
14 the requirements of the Federal Rules of Civil Procedure, are overly burdensome
15 or not relevant to any claim.
16

17 Without waiving any of the foregoing General Objections, each of which is incorporated into
18 each of the following specific objections and Responses, SMS objects and/or responds to the
19 Discovery Requests as follows:

20 **REQUEST FOR INTERROGATORIES**

21 **REQUEST FOR INTERROGATORY NO. 1:**

22 Identify the time and date that YOU first learned of this BANKRUPTCY filing and state
23 the manner in which YOU first received notice or learned of the BANKRUPTCY.

24 **RESPONSE:** Upon initial investigation, NBS received an email on April 11, 2025 with
25 the formal notice and demand letter issued to relevant parties wherein the Debtor expressly
26 represented that her petition was filed at 9:19 a.m. on April 1, 2025. Also, SMS's system records
27 show that SMS logged the bankruptcy on 5/30/2025 via a 5/28/2025 email from its foreclosure
28 trustee regarding the instant motion.

SMS'S RESPONSE TO DEBTOR'S REQUEST FOR INTERROGATORIES, SET ONE - 3

1
2 **REQUEST FOR INTERROGATORY NO. 2:**

3 State all facts supporting YOUR contention that YOUR actions relating to the foreclosure
4 of the SUBJECT PROPERTY did not violate the automatic stay.

5 **RESPONSE:** Please refer to OPPOSITION filed to the bankruptcy case filed
6 concurrently herewith. Please also see response to Interrogatory No. 1, above. Subject to the
7 foregoing, the foreclosure sale was held pre-petition (and otherwise without knowledge of the
8 bankruptcy) and post-petition acts to perfect a pre-petition sale that would have priority as
9 provided under 11 USC § 362(b)(3) and relevant case law, as in the case here, are not stay
10 violations. In the alternative, Debtor is equitably estopped from asserting sale time of 9:06 am
11 as she already represented a filing time of 9:19 am. Finally, in the alternative, to the extent there
12 was a technical violation there are no damages, or there should be no award of damages, pursuant
13 to applicable case law; as soon as SMS became aware of the alleged 9:06 am filing time, it
14 cancelled the sale, with respect to which no trustee's deed was issued or recorded.

15 **REQUEST FOR INTERROGATORY NO. 3:**

16 State all acts supporting YOUR contention that YOUR actions relating to the foreclosure
17 of the SUBJECT PROPERTY were not willful violations of the automatic stay.

18 **RESPONSE:** Please see response to Interrogatory No. 1 and 2, above.

19 **REQUEST FOR INTERROGATORY NO. 4:**

20 If YOU have policies and procedures for handling foreclosure in California related to
21 bankruptcy filings and California Civil Codes §2924m and/or §2924h, identify all
22 DOCUMENTS that evidence such policies and procedures.

23 **RESPONSE:** there is no evidence of any such policies and procedures to provide.

24 **REQUEST FOR INTERROGATORY NO. 5:**

25 Describe all policies and procedures YOU have for dealing with a foreclosure when a
26 bankruptcy case is filed after the auction starts but before the conclusion of the auction on the
27 15th and 45th day under §2924m.

28 **RESPONSE:** compliance with all applicable law and/or regulations.

SMS'S RESPONSE TO DEBTOR'S REQUEST FOR INTERROGATORIES, SET ONE - 4

1 **REQUEST FOR INTERROGATORY NO. 6:**

2 Identify the person(s) responsible for creating the policies and procedures for handling
3 foreclosures in California related to bankruptcy filings and California Civil Code §2924m and/or
4 §2924h.

5 **RESPONSE:** there are no persons responsible for creating the policies and procedures
6 for handling foreclosures in California related to bankruptcy filings and California Civil Code
7 §2924m and/or §2924h for SMS.

8 **REQUEST FOR INTERROGATORY NO. 7:**

9 Explain all actions taken by NBS to deem the sale final and/or accept the bid of Good
10 Neighbor Homes, LLC in relation to the foreclosure of the SUBJECT PROPERTY.

11 **RESPONSE:** SMS objects to the form of question, as SMS has no personal knowledge
12 of the details of all internal actions by NBS. Debtor should propound NBS as to the same.

13 **REQUEST FOR INTERROGATORY NO. 8:**

14 If YOU contend that any acts of NBS related to the allegations in the Motion were outside
15 the scope of its agency authority, identify each such act.

16 **RESPONSE:** It is not known as this time if SMS contends that any acts of NBS related
17 to the allegations in the Motion were outside the scope of its agency authority,

18 **REQUEST FOR INTERROGATORY NO. 9:**

19 Identify the current owner/beneficiary/investor of the SUBJECT LOAN.

20 **RESPONSE:** SMS is the holder of the note and beneficiary under the deed of trust.

21 **REQUEST FOR INTERROGATORY NO. 10:**

22 Identify the entity on whose behalf YOU service the SUBJECT LOAN.

23 **RESPONSE:** SMS.

24
25 DATED: 7/07/2025

Respectfully Submitted,

26 By: /s/ Dane Exnowski
27 _____
28

1 McCalla Raymer Leibert Pierce, LLP
2 Dane Exnowski, SBN 281996
3 301 E. Ocean Blvd, Suite 1720
4 Long Beach, California 90802
5 Telephone/Fax: 562 661-5060/562 983-7593
6 dane.exnowski@mccalla.com

7 I am authorized to make this verification for and on behalf of SMS, and I make this verification
8 for that reason. I am informed and believe, and on that basis allege, that the matters stated in the
9 foregoing document are true to the best of my knowledge at the time of signing this document.
10

11 I declare under the penalty of perjury under the laws of the United States that the foregoing is
12 true and correct.
13

14 By: Lucas Bennett

15 NAME: Lucas Bennett

16 TITLE: Document Verification Specialist

17 DATE: 06/27/2025
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SMS'S RESPONSE TO DEBTOR'S REQUEST FOR INTERROGATORIES, SET ONE - 6

Exhibit S

Client Fee Summary
Fee Summary (Start) - (Finish)

Wilkerson - Stay Violation

Current Totals: **13.60** **\$6,596.00**

Date	User	Description	Contract		Billing
			Rate	Time	Amount
04/01/25	EVW	Research issues for letter to be sent to NBS Default Services	\$485.00	1.00	\$485.00
04/04/25	EVW	Research issues for letter to be sent to NBS Default Services	\$485.00	0.30	\$145.50
04/05/25	EVW	Research issues for letter to be sent to NBS Default Services	\$485.00	0.50	\$242.50
04/10/25	EVW	Research issues for letter to be sent to NBS Default Services	\$485.00	0.20	\$97.00
04/11/25	EVW	Draft Letter to be sent to NBS Default Services	\$485.00	1.00	\$485.00
04/15/25	EVW	Draft Motion for examination of NBS pursuant to Rule 2004	\$485.00	2.20	\$1,067.00
05/07/25	EVW	Review Documents received from NBS pursuant to Rule 2004	\$485.00	1.30	\$630.50
05/19/25	EVW	Call with Debtor to discuss facts of the case	\$485.00	0.40	\$194.00
05/20/25	EVW	Review Documents Produced by 2004 Examination	\$485.00	0.50	\$242.50
05/28/25	EVW	Telephone call with AJC re: call with Atty Mierzwa	\$485.00	0.50	\$242.50
05/29/25	EVW	Review Draft of Discover Requests and provide feedback to AJC	\$485.00	0.90	\$436.50
06/12/25	EVW	Telephone call with AJC	\$485.00	0.70	\$339.50
06/26/25	EVW	Review Opposition Brief to Motion	\$485.00	0.50	\$242.50
07/07/25	EVW	Review Objection to Opposition to Motion	\$485.00	0.60	\$291.00
08/01/25	EVW	Prepare for and attend Hearing on Motion for Damages	\$485.00	1.20	\$582.00
09/12/25	EVW	Prepare for and attend Hearing on Evidenciary Matters	\$485.00	1.30	\$630.50
10/08/25	EVW	Draft Declaration	\$485.00	0.50	\$242.50